



**MARYLAND DEPARTMENT OF HEALTH
AND MENTAL HYGIENE**

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. 15-14275

Issue Date: December 17, 2015

**Maryland Medical Assistance: Managed Care
Enrollment Broker Services**

**Minority Business Enterprises Are Encouraged to
Respond to this Solicitation**

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: Maryland Medical Assistance: Managed Care Enrollment Services
Solicitation No: DHMH OPASS – 15-14275

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the Bid/Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE or VSBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals:	Maryland Medical Assistance: Managed Care Enrollment Services
Solicitation Number:	DHMH OPASS – 15-14275
RFP Issue Date:	December 17, 2014
RFP Issuing Office:	Maryland Department of Health and Mental Hygiene Office of Eligibility Services
Procurement Officer:	Michael Howard, CPPB DHMH/Office of Procurement and Support Services 201 W. Preston Street, Room 416B Baltimore, Maryland 21201 Phone: (410) 767-0974 Fax: (410) 333-5958 E-mail: Michael.howard@maryland.gov
Contract Officer:	Theresa B. Ammons Phone: (410) 767-1361 Fax: (410) 333-7141 E-mail: theresa.ammons@maryland.gov
Proposals are to be sent to:	Maryland Department of Health and Mental Hygiene Office of Procurement and Support Services 201 W. Preston Street, Room 416B Baltimore, Maryland 21201 Attention: Theresa B. Ammons
Pre-Proposal Conference:	Wednesday, January 7, 2015, 1:00 p.m. Local Time 201 W. Preston Street, Conference Room L-3 Baltimore, MD 21201
Closing Date and Time:	Tuesday, February 3, 2015, 2:00 Local Time
MBE Subcontracting Goal:	29 %
VSBE Subcontracting Goal:	.5%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH or the Department), Office of Eligibility Services, is issuing this Request for Proposals (RFP) to provide the Department with comprehensive Enrollment Broker services which will enroll eligible Medicaid recipients into Maryland's HealthChoice Program and assist them in choosing a Primary Care Provider (PCP). The Department is seeking proposals from qualified organizations in order to obtain a Contractor to perform Enrollment Broker Services for all enrollments into the HealthChoice Program. The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting proposals to meet the Department's requirements.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is two (2) years with two (2) one-year options. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 An Offeror, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Annual Right to Change (ARC)** - Recipients who has been continuously enrolled in the same MCO during the preceding twelve (12) months may change to a different MCO during this period.
- b. **Auto-Assignment** - Automated process by which the Department enrolls an Enrollee into an MCO if he or she has not selected an MCO within a specified period of time.
- c. **Automated Call Distribution System (ACD)** - An automated system that provides a record of all recipient calls answered at the HealthChoice Enrollment Broker Customer Service Center, records call dispositions, and generates all related call activity reports required by the Department.
- d. **Bi-Weekly** – Occurring every other week.
- e. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below).
- f. **Call Center**- A centralized office used for the purpose of receiving and processing a large volume of requests by telephone.
- g. **Carved Out Services** - Medical services that are separated from an MCO contract and paid under a different arrangement.
- h. **Case** - A household consisting of one or more HealthChoice recipients.
- i. **Case Management** - method by which a health plan attempts to control costs by directing all of the procedures for care of an individual through a nurse or other health care professional.

- j. **Category of Assistance (COA)** also called **Coverage Group Code (CGC)** - The alpha/numerical designation identifying the basis for which Medical Assistance eligibility is determined by the Department.
- k. **Closed** - resolution meets the satisfaction of Department and/or recipient.
- l. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- m. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- n. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- o. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- p. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
- q. **Contractor** - The selected Offeror that is awarded a Contract by the State.
- r. **Coverage Group** - a group of people who meet specific criteria to receive Medicaid or other benefits through the Maryland Medical Care Program.
- s. **Customer Care Associate (CCA)** - An employee, subcontractor, or other agent of the Contractor who is responsible for assisting Members as set forth in this RFP.
- t. **Department or DHMH** – Maryland Department of Health and Mental Hygiene.
- u. **Department of Human Resources (DHR)** - The sister agency of the Department of Health and Mental Hygiene (DHMH), which is responsible for administration of the Family Investment Program, management of the Local Departments of Social Services, and, with oversight from the Department, is responsible for the determination of Medical Assistance eligibility through its Local Department of Social Services (LDSS).
- v. **Disenrollment/Transfer** - The process of disenrolling a Member from one MCO and enrolling that same Member with another MCO with one system transaction.
- w. **DRAFS** – The Division of Recoveries and Financial Services within the Department.
- x. **Eligibility Span** - the period of time in which a recipient has coverage in a particular Coverage Group.
- y. **Eligibility Verification System (EVS)** - The Department’s telephonic and on-line eligibility verification system for use by Medicaid providers to validate a recipient’s current eligibility status.
- z. **eMM** – eMaryland Marketplace (see RFP Section 1.8).

- aa. **Enrollee** - An individual determined by the Department to be eligible for enrollment into the HealthChoice Program.
- bb. **Enrollment** - The process by which the Department or the Contractor enrolls a recipient into a HealthChoice MCO.
- cc. **Enrollment Package** - A set of printed materials issued by the Enrollment Broker to newly eligible HealthChoice recipients or upon request.
- dd. **Fixed Price with Price Adjustment Contract** - A contract that establishes a fixed price that can be adjusted upward or downward upon the occurrence of certain contingencies specified in the contract, as described at COMAR 21.06.03.02.
- ee. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- ff. **Head of Household (HOH)** - The head of a household consisting of one or more HealthChoice recipients. The HOH is the only recipient in that household who can choose a Managed Care Organization and Primary Care Provider for all household members.
- gg. **HealthChoice** - The Medical Assistance Managed Care program administered by the Department pursuant to COMAR 10.09.62 - 10.09.73 and Title XIX of the Social Security Act and other applicable laws and waivers to furnish and to pay for medical services for eligible individuals.
- hh. **HealthChoice Provider Network Listing** - A listing mailed or presented to HealthChoice recipients which lists primary care physicians and selected specialists of all HealthChoice Managed Care Organizations (MCOs).
- ii. **Local Access Area (LAA)** - A geographic grouping (based on zip codes) of cities and towns within which a Member resides.
- jj. **Local Departments of Social Services (LDSS)** - The 24 jurisdictional offices within DHR responsible for Medical Assistance eligibility determinations.
- kk. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- ll. **Managed Care** - A system of primary care and other medical services that are provided and coordinated by HealthChoice providers in accordance with the provisions of COMAR 10.09.62 -10.09.73 Maryland Medicaid Managed Care Program.
- mm. **Managed Care Organization (MCO)** - Any entity with which the Department contracts to provide primary care and certain other medical services to HealthChoice recipients on a capitated (per member per month) basis.
- kk. **Maryland Health Connection (MHC)**- Maryland Health Connection is a marketplace that offers health insurance and coverage options to individuals, families, and small employers. The MHC is administered by the Maryland Health Benefit Exchange and includes a call center and navigator program to provide in-person assistance statewide.

- ll. **Medicaid** - The program administered by the State under Title XIX, which provides comprehensive medical and other health related care for eligible categorically and medically needy persons. This is also referred to as Medical Assistance.
- mm. **Medicaid Management Information Systems (MMIS)** - The federally mandated management information system of software, hardware, and manual procedures used to process claims and to retrieve and produce service utilization and management information.
- nn. **Medical Assistance (MA)** -a joint Federal and State program also known as Medicaid, in which a state establishes its own eligibility standards, benefits package, provider requirements, payment rates, and program administration under broad federal guidelines.
- oo. **Medical Care Program (MCP)** –a program that provides healthcare to Marylanders who are indigent. The eligibility for this program is determined by citizenship, residency, income and assets. The program provides health services to long term care, Managed Care, primary adult care, maternal and child health care, fee-for service care, mental health, substance abuse services, and durable medical equipment and supplies. Medical Care Programs administered by the Department also include solely state financed programs such as the Kidney Disease Program.
- pp. **Member** - An individual enrolled in a HealthChoice MCO.
- qq. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03
- rr. **Normal Enrollment Broker Business Days**- Monday -Friday 7:00 a.m.-7:00 p.m. except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- ss. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- tt. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- uu. **Offeror** – An entity that submits a Proposal in response to this RFP.
- vv. **Primary Care Provider (PCP)** - A practitioner (listed in COMAR 10.09.66.05.) who is the primary coordinator of care for the Enrollee and whose responsibility is to provide accessible, continuous, comprehensive, and coordinated health care services covering the full range of benefits required by the Maryland Medicaid Managed Care Program.
- ww. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to the solicitation which are expressly set forth herein.
- xx. **Procurement Officer** –Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

- yy. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- zz. **Provider**- A physician, hospital and other healthcare provider who is contracted to provide health services to persons covered by a particular healthcare program.
- aaa. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Office of Eligibility Services, Solicitation Number **DHMH/OPASS 15-14275** dated **12/17/2014**, including any addenda.
- bbb. **State** – The State of Maryland.
- ccc. **Steering**- Guiding or directing a recipient to make a choice about one MCO versus another.
- ddd. **Steering Committee**- Chaired by the Department’s Office of Eligibility Services (OES), it is a quarterly forum specifically geared towards addressing concerns of the MCOs with regards to Enrollment Broker activities and/or any systematic issues with the Department.
- eee. **State Fiscal Year (SFY)** - The twelve month period commencing July 1 of one year and ending June 30 of the next year and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2015 ends June 30, 2014).
- fff. **State Monitoring Unit**- Department staff that monitors the Contractors activities with regards to the Call Center, Mailroom and Training Services.
- ggg. **Third Party Liability (TPL)** - The obligation of an individual, entity, institution, corporation, or public or private agency to pay all or part of the medical costs of its members. This includes, but is not limited to, other health insurance coverage.
- hhh. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- iii. **TTY** - A telecommunication device that is used to communicate with a severely hearing impaired or speech impaired person by telephone through typewritten conversation.
- jjj. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Validation and Evaluation of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- kkk. **Voluntary Enrollment**- The option given to recipients to choose a MCO before the enrollment deadline.

1.3 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price contract as defined in COMAR 21.06.03.02A (2).

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), anticipated to be on or about 10/1/2015, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus two (2) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation. This Contract may be extended for two (2) periods of one year each at the sole discretion of the Department and at the quoted in the Financial Proposal Form for Option Years.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

- 1.5.1 The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Michael Howard, CPPB
Office of Procurement and Support Services
201 W. Preston Street, Room 416B
Baltimore, Maryland 21201
Phone Number: (410) 767-0974
Fax Number: (410) 333-5958
E-mail: dhmh.solicitationquestions@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

- 1.5.2 The Procurement Officer designates the following individual as the Procurement Coordinator, who is authorized to act on behalf of the Procurement Officer only as expressly set forth in this solicitation:

Patricia Rutley-Johnson, MHA
Procurement Coordinator
Phone Number: (410) 767-6080
Fax Number: (410)333-5046
E-mail: patricia.rutley-johnson@maryland.gov

The Department may change the Procurement Coordinator at any time by written notice.

1.5.3 The Procurement Officer designates the following individual as the Contract Officer, who is authorized to act on behalf of the Procurement Officer:

Theresa B. Ammons
Contract Officer
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street
Baltimore, MD 21201
Phone Number: (410) 767- 1361
Fax Number: (410) 333-5958
E-mail: Theresa.ammons@maryland.gov

The Department may change the Contract Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is:

Shirley Maas, Division Chief
Maryland Department of Health and Mental Hygiene
Office of Eligibility Services
201 W. Preston Street, Room L-9
Baltimore, Maryland 21201
Phone Number: (410) 767-5451
Fax Number: (410) 333-7141
E-mail: shirley.maas@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on **1/7/15**, beginning at **1:00 p.m.** Local Time, at **201 West Preston Street, Room L-3, Baltimore, MD. 21218**. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 333-5046 the Pre-Proposal Conference Response Form to the attention of the Procurement Coordinator no later than **4:00 p.m.** Local Time on **12/30/14**. The Pre-Proposal Conference Response Form is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator no later than **12/30/14**. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHMH website (<http://www.dhmfh.maryland.gov/procumnt/SitePages/procopps.aspx>) and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: dhmfh.solicitationquestions@maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than **2:00 p.m.** Local Time on **2/3/15** in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

1.14 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section 4.4.3.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for submission of Proposals or best and final offers if requested. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

1.18 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the DHMH Current Procurements web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.19 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals.").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If

applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 4.4.3.4).**

1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract

Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

1.27 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.html>.

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:
http://goma.maryland.gov/Documents/Legislation/PROMPTPAYMENTFAQs_000.pdf.

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, DHMH may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 - 1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer's decision on any Bid protest or Contract claim.
 - 2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) submit a "No Bid/Proposal Response" to the solicitation.

3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial Bids or Proposals;
2. filing of Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by DHMH to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise Goals

1.33.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of 29 % of the total contract dollar amount has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- (African-American subgoal percentage) 7% for African-American MBEs,
- (Asian-American subgoal percentage) 4% for Asian-American MBEs, and
- (Woman-Owned subgoal percentage) 12% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

1.33.2 **Attachments D-1 to D-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid/Proposal)
Attachment D-1B	Waiver Guidance
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE Prime (including a Prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

- 1.33.4 Bidders/Offerors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 1.33.5 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
 - (a) Outreach Efforts Compliance Statement (**Attachment D-2**).
 - (b) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdota.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
 - (a) **Attachment D-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D- 4B** (MBE Prime Contractor Report, *if applicable*)
 - (c) **Attachment D-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

- 1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment A**, Section 2.1).
- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment A**, Section 32).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a Contract as a Prime Contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE Prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (**Attachment D-1A**) used to meet those goals. If dually-certified, the MBE Prime can be designated as only one of the MBE sub-goal classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE Prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

- 1.33.12 With respect to Contract administration, the Contractor shall:
- (a) Submit to the Department's designated representative by the 10th of the month following the reporting period:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE Prime's self-performing work to be counted towards the MBE participation goals.
 - (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department's designated representative by the 10th of the month following the reporting period an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
 - (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed.

Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.34 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

- 1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding. (see **Attachment H**).
- 1.35.2 The total amount of Federal funds allocated for the Office of Eligibility Services is \$9,702,084 in Maryland State fiscal year 2015. This represents 50.3% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.3 This Contract contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: #93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.37 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.38 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment K**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next lowest Bid or next highest overall-ranked Proposal.

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goals

1.41.1 NOTICE TO BIDDERS/OFFERORS

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of Bids/Proposals.

1.41.2 PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment M**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment M**.

1.41.3 VSBE GOALS

A VSBE subcontract participation goal of .5% of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Bidder or Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

1.41.4 SOLICITATION AND CONTRACT FORMATION

A Bidder/Offeror must include with its Bid/Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (**Attachment M-1**) whereby:

- (1) the Bidder/Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Bidder/Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
- (2) the Bidder/Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If a Bidder/Offeror fails to submit Attachment M-1 with the Bid/Proposal as required, the Procurement Officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

Within 10 Working Days from notification that it is apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

- (1) VSBE Project Participation Statement (**Attachment M-2**);
- (2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and

- (3) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award.

1.41.5 CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor, once awarded the Contract shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. **(Attachment M-3)**
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. **(Attachment M-4)**
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
5. At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

1.42 Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment N**. The Disclosure must be provided with the Bid/Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBE) Procurement.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

2.1.1 The Offeror shall have at least 3 years of experience within the past five years in managed care enrollment functions and in the operation and maintenance of an enrollment information system. As proof of meeting this requirement, the Offeror shall submit a reference or combination of references who can attest to the Offeror's above experience with the information required in Section 4.4.2.9 for each reference.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purposes of procuring comprehensive solutions in the design, development, deployment, and operational performance of an Enrollment Broker for Medicaid's HealthChoice Program. Since the initial procurement in 1997, the contracted Enrollment Broker has performed functions directly related to the enrollment of Medicaid recipients into managed care organizations (MCOs). These functions include, but are not limited to:

- HealthChoice Managed Care Enrollment:
 - Health plan and Primary Care Provider (PCP) selection;
 - Health Service Needs Information (HSNIs) Administration;
 - Enrollment processing; and
 - Printing and mailing HealthChoice Program materials;
- Call Center activities;
- Operating a telephone system to support the Enrollment Help Line;
- Maintaining an Enrollment Information System (EIS);
- General Operational Tasks; and
- Transitioning ongoing operations in these and other areas described in detail in this RFP from the Contractor to the successor contractor.

3.1.2 HealthChoice Program

HealthChoice is Maryland Medicaid's statewide mandatory managed care program. The goal of HealthChoice is to improve the health status of low-income Marylanders by improving healthcare access, quality, and cost-efficiency. The program was implemented in 1997 as a section 1115(a) Medicaid demonstration waiver and was extended in 2002, 2005, 2007, 2010, and in 2013 through waiver renewals. The waiver provides Maryland with the authority to mandatorily enroll HealthChoice eligible Medicaid recipients into managed care. Medicaid recipients who are eligible for HealthChoice constitute approximately 85% of the total Medicaid enrollment. HealthChoice eligible Medicaid recipients include: children, parents and caretaker relatives, disabled and childless adults under age 65, and pregnant women. As of July 1, 2014, there were 1,067,000 Medicaid recipients enrolled in HealthChoice among its eight (8) participating Managed Care Organization (MCOs).

3.1.3 Enrollment

The Enrollment Broker currently performs several managed care enrollment functions. These include:

- A. Assisting recipients with the following:
 - Selecting an MCO from health plans that participate in the HealthChoice Program;
 - Choosing a Primary Care Provider (PCP);
 - Completing a Health Service Needs Information (HSNI) form; and
 - Reporting potential Third Party Liability (TPL) information;

- B. Offering online, telephone, mail in, and in-person options to enroll;
- C. Processing several types of enrollments including: new enrollments (voluntary and auto-assigned), for cause disenrollments, transfers, and Department initiated administrative enrollments; and
- D. Printing and mailing enrollment packets to recipients.

3.1.4 HealthChoice Enrollment Data (FY 2012-2014)

The Department is including historical HealthChoice enrollment data to demonstrate current levels of voluntary enrollments, disenrollments, transfers, call center activity, and distribution of educational materials. While this data may help the Offeror respond to this RFP, it is not a guarantee of any minimum or maximum quantities under the Contract. See Attachment (P) for “*Average HealthChoice Enrollment Data Per Month*” for the period of FY 2012-2014.

3.1.5 HealthChoice Eligibility Interface

Medicaid eligibility information from the eligibility systems is transmitted daily via an electronic interface file to the Department's Medicaid Management Information System (MMIS). In turn, the Department transmits the eligibility information for those recipients who are required to enroll in the HealthChoice Program daily to the Enrollment Broker within twenty-four (24) hours after the eligibility span is populated on MMIS.

3.1.6 Call Center

The Enrollment Broker operates a Call Center to facilitate enrollment into the HealthChoice Program. The Call Center includes enrollment staff and a telephone system. The Offeror must respond to inquiries from recipients and provide customer service that meets performance standards established by the Department. This includes operating a call and case monitoring solution to measure the accuracy and timeliness of calls.

3.1.7 Enrollment Information System (EIS)

The Offeror will operate and maintain an EIS that supports all functions of the Enrollment Broker process. This system ensures that the HealthChoice Program is in compliance with Federal and State regulations and all other program requirements.

3.2 Scope of Work - Requirements

The Contractor shall provide detailed and integrated solutions to meet all of the requirements of an Enrollment Broker. The Offeror's proposal must comply with all program requirements and enhance the level of service delivered to recipients.

The business and technical requirements are as follows:

3.2.1 Enrollment Requirements

- 3.2.1.1 Recipient Enrollment into MCOs
- 3.3.1.2 Primary Care Provider (PCP) Selection
- 3.2.1.3 Health Service Needs Information (HSNI)
- 3.2.1.4 Third Party Liability (TPL)

3.2.2 Enrollment Types and Processes

- 3.2.2.1 New Enrollment
- 3.2.2.2 Recipient Initiated “For Cause” Disenrollment/Enrollment/Transfers
- 3.2.2.3 Annual Right to Change (ARC) Disenrollment/Enrollment/Transfers
- 3.2.2.4 Department Initiated Administrative Enrollment
- 3.2.2.5 Administrative Transfers

3.2.3 Enrollment Methods

- 3.2.3.1 Online Enrollments
- 3.2.3.2 Telephone Enrollments
- 3.2.3.3 U.S. Mail Enrollments

3.2.4 Enrollment Materials

- 3.2.4.1 New Enrollment Packets

3.2.5 Call Center –Scope of Information and Requirements

- 3.2.5.1 Scope of Information
- 3.2.5.2 Call Center Requirements
- 3.2.5.3 Call Center Performance Standards
- 3.2.5.4 Telephone System and Operations
- 3.2.5.5 Language and Disability Services
- 3.2.5.6 Call Monitoring and Accuracy

3.2.6 Enrollment Information System

- 3.2.6.1 System Requirements
- 3.2.6.2 Enrollment File Transmission Requirements
- 3.2.6.3 HealthChoice Provider Network Database and Directory
- 3.2.6.4 Health Service Needs Information Monthly File
- 3.2.6.5 Enrollment Data Reconciliation Process

3.2.7 General Operational Requirements

- 3.2.7.1 Hours of Operation Requirements
- 3.2.7.2 Facility Acquisition, Management and Operations
- 3.2.7.3 Logistical Resources
- 3.2.7.4 Staffing and Organizational Structure Requirements
- 3.2.7.5 Key Personnel and Organizational Requirements
- 3.2.7.6 Staffing and Training Requirements
- 3.2.7.7 Fraud, Abuse and Waster Prevention Detection and Referral
- 3.2.7.8 Disaster Recovery and Business Continuity
- 3.2.7.9 Records Retention
- 3.2.7.10 Reporting Requirements
- 3.2.7.11 Relationships, Meeting, and Status Reports
- 3.2.7.12 Compliance

3.2.8 Transition Operation/Deliverables

- 3.2.8.1 Transition Operations
- 3.2.8.2 Transition Deliverables

- 3.2.8.3 Systems Documentation
- 3.2.8.4 Exit Transition Requirements
- 3.2.8.5 Future Initiatives

Specific requirements for each functional area are contained within the applicable section.

3.2.1 Enrollment Requirements

The following subsections provide enrollment requirements for which the Contractor is responsible. Enrollment requirements include: MCO enrollment, PCP selection, Health Service Needs Information (HSNI) administration and Third Party Liability (TPL) reporting. The objective of the enrollment process is to ensure the efficient and timely enrollment of all HealthChoice eligible recipients. The Contractor shall demonstrate its ability to perform these key responsibilities.

3.2.1.1 Recipient Enrollment into Managed Care Organizations (MCOs)

The Contractor shall:

- A. Print and mail enrollment packets to Department designated HOH recipients within five (5) Business Days upon receipt of new HealthChoice enrollment transactions from the Department;
- B. Print and mail a reminder notice (See Attachment Q) within ten (10) days of sending the enrollment packet if no response has been received from the recipient explaining that the recipient must choose an MCO within a specified time or be auto-assigned by the Department;
- C. Provide assistance to recipients selecting an MCO and Primary Care Provider by providing specific information about each MCO, such as whether or not a provider is accepting new patients, names of available provider locations, a list of the MCOs' network of providers including physicians, hospitals, specialists, pharmacies, and home health agencies;
- D. Process all telephone and online enrollments in the Contractor's system on the day they are received. Other enrollments obtained through the mail shall be processed within twenty-four (24) hours of receiving the enrollment or by the end of the next Business Day, whichever is later;
- E. Report to the Contract Monitor any information on suspected coercive influence(s) on a recipient in the selection of a MCO or PCP;
- F. Remain impartial when assisting recipients with selection of a managed care plan and PCP; and
- G. Explain that the recipient will receive a paper red and white identification card entitled, "Medical Care Programs" issued by the Department (See Attachment W). Inform the recipient that this card is used to access approved Medicaid fee-for-service benefits until the recipient has been enrolled into an MCO and thereafter for carve-out services. Once enrolled in an MCO, the recipient will receive a separate identification card from the MCO. Explain that the recipient should carry both cards but the MCO card will be used to obtain most services. This information will be explained in detail in the materials that the recipient receives from the MCO.

3.2.1.2 Primary Care Provider (PCP) Selection

The Contractor shall:

- A. Assist HealthChoice Head Of Household (HOH) recipients in the selection of a PCP for each member of the family enrolled in an MCO;

- B. Explain to the HOH the importance of and the need for selecting a PCP;
- C. Explain and encourage the HOH to maintain existing PCP relationships, whenever possible; and
- D. Transmit the PCP information to the MCO.

3.2.1.3 Health Service Needs Information (HSNI)

The Health Service Needs Information Form (HSNI) is designed to establish the recipient's basic health status and identify individuals in need of expedited contact or services from their selected MCO.

The Contractor shall:

- A. Administer and attempt to complete the HSNI Form for each recipient (See Appendix 1) after the HOH has initially selected or changed MCOs through online, telephone or mail enrollment.
- B. Transmit the completed HSNI to the respective MCO within five (5) Business Days from the day the HSNI is completed by the Enrollment Broker after the Department confirms the enrollment.
- C. Transmit the HSNI information to the new MCO each time a HealthChoice recipient transfers to another MCO.
- D. Maintain the original or electronic copy of the original HSNI for monitoring and auditing purposes by the Department.

3.2.1.4 Third Party Liability (TPL)

Third Party Liability (TPL) is the obligation of an individual, entity, institution, corporation, public or private agency to pay all or part of the medical costs of their members. This includes, but is not limited to, other health insurance coverage.

The Contractor shall:

- A. Review Third-Party Liability (TPL) coverage with all recipients;
- B. Gather TPL information and report to the Department daily via *the Notice of Potential Medical Assistance Insurance/Liability Recovery Form*. The Contractor shall send this form via fax to the Department's Division of Recoveries and Financial Services (DRAFS) Unit once completed (See Appendix 2);
- C. Report any information to the Department's DRAFS Unit that is inconsistent with the information on the Department's TPL system;
- D. Notify the Department's DRAFS Unit if coverage is indicated on the Department's MMIS eligibility file, but the recipient indicates there is no longer any active coverage; and
- E. Transmit copies of verification if provided by the recipient. The Department will perform the actual verification. The Contractor will not be responsible for verification of TPL information.

3.2.2 Enrollment Types and Processes

The Contractor shall conduct several types of enrollments. The following subsections provide information about these types of enrollments and the processes that are required. The Contractor is not permitted to accept any requests

for MCO enrollments/disenrollments or transfers directly from an MCO; such requests shall immediately be reported to the Contract Monitor.

3.2.2.1 New Enrollment

New enrollments consist of two types: Voluntary and Department initiated auto-assignments.

The Department's Medicaid Management Information System (MMIS) transmits HealthChoice enrollment transactions to the Enrollment Broker on a daily basis (See Appendix 3). All enrollment transactions are transmitted to the Enrollment Broker within twenty-four (24) hours after the HealthChoice managed care eligibility span is populated in the Department's MMIS system.

The Department marks each HealthChoice recipient's enrollment record with a date flag twenty-eight (28) days in the future (or sixty-seven (67) days for Foster Care). If the recipient does not voluntarily enroll in an MCO by that target date, the recipient will be auto-assigned to an MCO by the Department.

A. Voluntary Enrollments

Voluntary enrollments occur when recipients choose an MCO before the enrollment deadline.

When the recipient chooses an MCO, the Contractor shall:

1. Process the voluntary enrollment for an MCO and a PCP on its Enrollment Information System;
2. Attempt to complete the HSNI;
3. Transmit the MCO enrollment to the Contract Monitor or designee via the daily enrollment file (See Appendix 7); and
4. Transmit the enrollment to the MCOs after the Department receives and confirms the MCO enrollment.

B. Department Initiated Auto-Assignments

For those recipients who do not voluntarily choose an MCO before the enrollment deadline, the Department will automatically assign (See Appendix 4) the recipient to a MCO.

Once the auto-assignment occurs, the Contractor shall:

1. Process the auto-assignment (enrollments) received from the Department on its Enrollment Information System; and
2. Transmit the enrollments to the MCOs.

3.2.2.2 Recipient Initiated "For Cause" Disenrollment/Enrollment/Transfers (See Attachment R)

"For Cause" MCO change requests shall be reviewed and either approved or denied by the Enrollment Broker based on the criteria listed. (See Attachment R for definition and description of "For Cause" change requests.) If the Enrollment Broker encounters a situation where a recipient is requesting an MCO change based solely on urgent medical need, the recipient shall be referred to the Department's HealthChoice Help Line. The Department's medical review staff will make a determination of whether to approve or deny the recipient's request to change MCOs. HealthChoice recipients, who are hospitalized at the time of the request, are not permitted to disenroll from one MCO and reenroll in another MCO.

The Contractor shall implement procedures to ensure accurate and timely MCO change transactions. Staff assigned to process “For Cause” change transactions must be knowledgeable about the “For Cause” rules listed below:

- A. A recipient may disenroll from a MCO and enroll in another MCO (transfer) if the Recipient moves to a county that is not served by the Recipient's present MCO;
- B. The recipients of a Head-Of-Household's (HOH's) family, who are enrolled in different MCOs, may, at the request of an adult recipient, be disenrolled from one MCO and enrolled in another MCO, so that all family recipients are assigned to one MCO;
- C. A recipient who moves or becomes homeless, which creates a transportation hardship that may be resolved by enrollment into another MCO serving the recipient's new Local Access Area may request to be disenrolled from the current MCO and enrolled into another MCO;
- D. Children who move to a foster care placement where family recipients or other foster care children are served by a different MCO may be transferred to that MCO;
- E. A recipient may transfer from one MCO to another MCO one time within ninety (90) days of the effective date of their initial enrollment in the HealthChoice Program; this type of MCO change is allowed only one (1) time per recipient, regardless of the span of time between enrollments; and
- F. A recipient that is automatically assigned to an MCO may transfer from one MCO to another MCOs one time within ninety (90) days of the effective date of the automatic assignment.

3.2.2.3 Annual Right to Change (ARC) Disenrollment/Enrollment (Transfers)

Any recipient who has been continuously enrolled in the same MCO during the preceding twelve (12) months may change to a different MCO. Recipients will be notified of this policy via materials included in the new enrollment packet.

In processing ARCs, the Contractor shall:

- A. Field recipient calls and provide the recipient an opportunity to disenroll from his/her current MCO and enroll in another MCO (transfer) if the recipient has been enrolled in the same MCO during the preceding 12 months regardless of any lapse in Medicaid eligibility;
- B. Process ARC disenrollment/enrollment and transfer requests on its Enrollment Information System;
- C. Transmit the MCO enrollments to the Contract Monitor or designee via the daily enrollment file (See Appendix 7); and
- D. Transmit the enrollments to the MCOs after the Department receives and confirms the MCO enrollment.

3.2.2.4 Department Initiated Administrative Enrollment

The Department will transmit administrative enrollments to the Contractor. These enrollments are due to administrative and processing issues that require Departmental intervention. Administrative disenrollments occur for reasons such as but not limited to: systems errors; the provider directory was inaccurate; the Contractor enrolled or disenrolled a recipient in error; the recipient had multiple medical assistance numbers; foster care child needs an extended amount of time to enroll; or the Department of Juvenile Services is placing a client in a facility which accepts certain MCOs.

With regard to Department Initiated Administrative Enrollments, the Contractor shall:

- A. Process Department Initiated Administrative enrollments on its Enrollment Information System; and
- B. Transmit the enrollments to the MCOs.

3.2.2.5 Administrative Transfers

In the event that an MCO withdraws from the HealthChoice Program or reduces its service area, the Department will instruct the Enrollment Broker of the actions to be taken and the specified timeframes in which the transactions must occur. The Enrollment Broker is responsible for maintaining service levels while accommodating these administrative changes. The Enrollment Broker will at all times provide services to enable uninterrupted service to newly eligible recipients while simultaneously providing timely transfer disenrollment/enrollment services to the affected MCO recipients as required by the RFP.

The Contractor shall:

- A. Print and mail to all affected recipients, an enrollment transfer packet that provides educational information. The information will instruct recipients to contact the Enrollment Broker to make a new MCO selection. The packet will contain a customized letter, information from participating MCOs, an MCO comparison chart, Enrollment forms, Health Service Needs Information form, Provider Directory request card, and a postage paid business reply envelope;
- B. Provide call center services with the primary responsibility of assisting recipients with enrolling into the new MCO of their choice;
- C. Accommodate the projected increased call volume resulting from the MCO withdrawal or service area change by expanding capacity at their office location. The Enrollment Broker shall hire and train temporary staff and existing call center staff to accommodate the increased workload;
- D. Process transfers for recipients into the new MCO;
- E. Transmit the MCO enrollment to the Department on the same day that the information is received from the recipient; and
- F. Transmit the enrollment to the MCOs after the Department receives and confirms the MCO enrollment.

3.2.3 Enrollment Methods

The Contractor shall demonstrate its ability to offer multiple approaches to managed care enrollment to ensure each recipient eligible for the HealthChoice Program is given the opportunity to receive complete enrollment services.

The Contractor shall support the following methods of enrollment:

- Online;
- Telephone; and
- Mail In.

3.2.3.1 Online Enrollments

The Contractor shall:

- A. Develop and provide a secure web portal to allow recipients eligible for the HealthChoice Program to select an MCO, PCP, and complete the HSNI online;
- B. Post on the web portal, enrollment materials to include:
 - 1. HealthChoice Enrollment Form;
 - 2. MCO Comparison Chart;
 - 3. Links to MCO web sites;
 - 4. MCO Pamphlets; and
 - 5. Health Service Needs Information Form.
- C. Adhere to the Department's service level metric for the web portal response time (See Attachment S);
- D. Provide recipients with a searchable format of all currently available MCO providers;

Minimally, searching shall be available by MCO, provider name, provider type, provider group, Provider address, zip code and county. Provider information must contain at a minimum: name, specialty, address, phone number and MCO affiliation;
- E. Confirm selection via an e-mail response or a phone call to the recipient;
- F. Contact recipient to obtain all information necessary to complete the Enrollment form if information is missing; and
- G. Notify and document to the Contract Monitor after any unscheduled system downtime.

3.2.3.2 Telephone Enrollments

The Contractor shall:

- A. Operate an Enrollment Call Center to inform and enroll eligible recipients into the HealthChoice Program;
- B. Develop and implement criteria for call handling;
- C. Produce a written manual of procedures, scripts, and responses for staff training and operations for the Department's approval;
- D. Staff the Enrollment Call Center at a minimum of twelve (12) hours a day from 7 AM-7 PM (Local Time) Monday through Friday, except State and Federal Holidays (See Attachment T); and
- E. Provide at all other times, an after-hours message approved by the Department that provides callback information to callers.

3.2.3.3 U.S. Mail Enrollments

The Contractor shall:

- A. Print and mail HealthChoice Enrollment Packets (See Appendix 5) to all new HealthChoice recipients, and to

any recipient or potential recipient upon request; and

- B. Provide adequate staff, resources, and equipment to receive, process, and complete mail in enrollment requests within the required timeframe.

3.2.4 Enrollment Materials

The Contractor shall be fully responsible for the graphic design, translation, printing, fulfillment, mailing and postage, including postal rate increases, and all costs associated with all enrollment materials specified in the RFP. The Department is responsible for providing the content, draft layouts, and final approval of all enrollment materials. The Contractor shall be responsible for providing, at a minimum, the enrollment materials printed in both English and Spanish as referenced in Section 3.2.4.1. The Contractor will need to design the enrollment materials and submit to the Department for review at least 60 days before the Go-Live date. Once approved, the Contractor must print and mail all enrollment materials as required in Section 3.2.1.1.

3.2.4.1 New Enrollment Packet

The Enrollment Packet shall contain the following materials (See Appendix 5):

- A. A Cover Letter explaining the HealthChoice Program and how to enroll with an MCO and choose a PCP. The cover letter shall clearly and prominently display the date by which the recipient must choose an MCO and, if the recipient does not choose by that date, the recipient will be auto assigned by the Department;
- B. A Notice regarding MCO change policies including the Annual Right to Change (ARC) process;
- C. HealthChoice Program information booklet containing:
 - 1. Information for each MCO's website and telephone number;
 - 2. Information concerning the MCO selection process, including a statement that encourages the recipient to choose an MCO in which his/her Primary Care Provider or specialist participates;
 - 3. Information concerning the impact and the recipient's recourse if an MCO selection is not made (i.e., Auto-Assignment by the State);
 - 4. A statement that informs recipients about additional information that is available (and how it can be obtained) and special assistance that is available to enroll;
 - 5. Information regarding the recipient's "For Cause" reasons to change MCOs, including the initial and Annual Right to Change provisions; and
 - 6. Information regarding the recipient's right to self-refer for special medical services (such as family planning services).
- D. An MCO Performance Card that demonstrates how the participating MCOs compare to each other in key areas. This information is updated annually by the Department;
- E. A Doctor/Clinic Listing Request Card which allows the recipient to request a Provider Listing. This card must be postage paid and addressed to the HealthChoice Enrollment Program. The Provider Listing is a regional HealthChoice Provider Network Listing of all HealthChoice MCOs and affiliated Providers such as PCP and selected specialists, hospitals, Federally Qualified Health Centers, in a recipient's Local Access Area/county;

- F. An MCO Enrollment Form used to enroll the HOH and at least three other recipients of the household and their choices of a PCP;
- G. A Health Service Needs Information (HSNI) Form to gather health risk information about recipients. This information is used by the MCOs to determine a recipient's need for contact or the need to obtain a medical appointment with a provider;
- H. Postage-paid envelopes addressed to the HealthChoice Enrollment Program for recipients to send back their enrollment information for processing;
- I. Reminder Notices and Annual Right to Change Notices; and
- J. Pamphlets which describe the HealthChoice Enrollment process and provide information about the State's HealthChoice Help Line.

3.2.5 Call Center- Scope of Information and Requirements

The Contractor shall provide inquiry handling for recipients and other callers, as well as provide accurate information on programs and benefits administered by the Department. The Contractor shall provide accurate, consistent and timely information to recipients and reduce the need for recipients to make repeat calls or escalate their concerns to the Department.

3.2.5.1 Scope of Information

To provide effective enrollment services the Contractor shall:

- A. Develop Call Center enrollment scripts to be approved by the Department;
- B. Take a proactive role in educating eligible recipients to ensure that each recipient has the information needed to make an informed and educated choice of an MCO and PCP, as well as an awareness of what is expected after the enrolled has been completed;
- C. Become familiar with the HealthChoice Program, the MCO provider networks and MCO service areas;
- D. At the Department's request, meet with each HealthChoice MCO to obtain information about the MCOs' individual operations (See Appendix 6);
- E. Encourage recipients to maintain existing PCP relationships, and make their own choice of a participating provider;
- F. Explain the services covered through the MCO;
- G. Answer questions regarding services that may be furnished without referral from the MCO, such as family planning, and ways to access such services;
- H. Answer questions regarding the access to and use of medical services that are carved out from the MCO Program and can be obtained from fee-for-service providers, such as Behavioral Health services;
- I. Explain how to access non-emergency transportation services when the recipient has no other means of transportation to a covered (non-optional) Medicaid service;
- J. Answer questions regarding the "For Cause" reasons for which a recipient may transfer from one MCO to another MCO, and the procedures for doing so;

- K. Explain that change requests related to any MCO optional services are not a “For Cause” reason. When a recipient is weighing MCO options based on MCO optional benefits, encourage the recipient to contact the MCO regarding the limitations on those optional benefits prior to plan selection;
- L. Explain that once enrolled in HealthChoice recipients should call the MCO when they have questions; and
- M. Inform recipients that if they have questions or experience problems accessing MCO services, they should call the State’s HealthChoice Help Line which operates from 8:00 a.m. to 5:00 p.m., Monday- Friday (Local Time), excluding State and Federal Holidays.

3.2.5.2 Call Center Requirements

The Contractor shall:

- A. Provide the current call center hours of operation, from 7:00 AM until 7:00 PM Eastern Time, Monday through Friday excluding State and Federal holidays. The Department will retain the right to approve changes to the operating hours;
- B. Provide call center operations in accordance with the Department’s policies and procedures;
- C. Operate and maintain an English and Spanish toll-free line;
- D. Provide interpreter services to the caller without cost to the caller;
- E. Operate a call center that will have the capability to conduct 3-way calls to assist callers as necessary, and transfer calls to other outside lines as directed by the State;
- F. Ensure that staff operating the toll-free line(s) are knowledgeable about the HealthChoice Program's benefits and services. Staff must complete a thorough training program, and demonstrate good customer service skills as monitored and verified by the Department; and
- G. Use call history software to project the volume anticipated at intervals during the daily hours of operations, and calculate the number of Customer Care Associates or Agents needed for each interval in order to attain the service levels required by the Department.

3.2.5.3 Call Center Performance Standards (See Attachment S)

- A. The Contractor’s Call Center will serve as one of the primary points of contact for HealthChoice recipients. The Call Center shall meet the following daily required performance standards of promptness and quality:
 - 1. Staff the Call Center only with personnel who have received adequate customer service telephone training (i.e, have attended and passed training classes successfully);
 - 2. The Call Center shall be staffed to answer at least ninety- five percent (95%) of all incoming calls within three rings or fifteen (15) seconds (a call pick-up system which places the call in a queue may be used);
 - 3. Telephone calls shall be of sufficient length to assure adequate information is imparted to the caller;
 - 4. The wait/hold time for callers to receive a live voice response shall be no longer than three (3) minutes for 95% of all incoming calls. The On Hold Time shall be defined as the time elapsed between a call being initially answered including answered by an Automated Caller

Distribution (ACD) System and a response by a live operator to a caller's inquiry;

5. The abandonment call rate shall not exceed five percent (5%);
6. High call volume is not an acceptable reason to transfer calls to the Department. Only calls which meet criteria specified by the Department (e.g. Non ARC, non "for cause" calls, medical necessity, prescription, access to services, etc.) are to be transferred or referred to the Department;
7. Telephone responses shall be continually audited by staff in the State Monitoring Unit to assess customer services skills as well as correctness of responses; and
8. Problems with the operation of the Call Center shall be documented, corrected, and reported to the Contract Monitor within one (1) Business Day of when the problem occurs and also within one (1) Business Day after the problem is corrected, in the event of a problem that takes longer than one (1) Business Day to correct.

3.2.5.4 Telephone System

- A. The Contractor shall provide, operate, monitor, maintain, and support a telephone system that meets all telephone system and call center requirements.
- B. The Contractor's telephone system shall:
 1. Monitor, and support an Automated Call Distribution (ACD) system to process and report all enrollment related telephone activities;
 2. Always provide the option of a live person response for all callers during the days and times of operation;
 3. Adhere to the Department's service level metric requirement for call center functions as referenced in Attachment S;
 4. Have the capability of monitoring all calls;
 5. Handle one-hundred (100) calls simultaneously and have the upgrade capability to simultaneously handle one-hundred fifty (150) calls;
 6. Manage all calls received by an ACD system and assign incoming calls to available staff in an efficient manner, provide detailed analysis of the quantity, length, and types of calls received, the amount of time it takes to answer them initially, and the number of calls transferred or referred to the Department;
 7. Accurately measure the number of callers encountering busy signals or hanging up while on hold;
 8. Accurately measure the number of calls in the queue at peak times;
 9. Accurately measure the amount of time callers spend on hold;
 10. Accurately measure the total number of calls and average calls handled per day/week/month; measure the average hours of use per day;
 11. Accurately report and assess the busiest day by number of calls;

12. Provide greeting message when necessary, and educational messages approved by the Department, while callers are on hold;
13. Allow calls to be real time monitored by the Contractor's supervisory level staff and Department staff for the purposes of evaluating the Contractor's performance, with a message which shall inform callers that such recording and monitoring is occurring;
14. Within one (1) hour of discovery of an impediment to access to the Enrollment Telephone Help Line, the Contractor must provide an automatic process that will route calls to a back-up site which will operate in the event of line trouble or other problems so that access to the Enrollment Telephone Help Line will not be disrupted;
15. Allow calls to be "warm transferred" (person to person) to a language line (telephone translation service) without requiring the caller to make another telephone call; and
16. Provide detailed daily reports of abandonment rate, wait time, service levels, and other information.

3.2.5.5 Language and Disability Requirements

The Contractor shall comply with all State, Federal and Departmental requirements related to language services and accessibility.

The Contractor shall implement the following as detailed in its Technical Proposal:

- A. Specific approaches that support multiple languages and cultural needs and are accessible to persons with limited English proficiency, and persons with disabilities, including persons who are blind or visually impaired, and persons who are deaf or hearing impaired;
- B. Adherence to accessibility standards for oral and written communication, including the provision of TTY;
- C. Means by which persons with limited English proficiency will be informed of the language services available to them and how to obtain them;
- D. Use of translators and interpreters and bilingual staff who meet specific Contractor qualifications; and
- E. Translation of enrollments materials into Spanish and other languages.

3.2.5.6 Call Monitoring and Case Accuracy

To ensure excellent customer service, accuracy, consistency, and timeliness of enrollments, the Contractor shall:

- A. Design and implement a comprehensive call and case monitoring solution to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client;
- B. All telephone conversations with recipients and end users must be captured to allow the Contractor and the Department to review their contents;
- C. Conversations must be retained for a period of no less than six months and be easily accessible by the Department in a manner that is acceptable and consistent with the requirements of this RFP;

- D. Include the approach, objectives, monitoring frequency, sample size, result reporting, quality goals and planned courses of action to be taken if the quality goal is not met; and
- E. Provide the Department with the capability (including hardware, software, and training) to perform remote call and case monitoring to independently measure the quality of service being provided to recipients, community resources, State workers, and other service providers. The solution must allow the Department to perform remote call and case monitoring without notification to the Contractor. The Contractor must include specific details regarding how the Department will be able to conduct this monitoring.

3.2.6 Enrollment Information System (EIS)

The Contractor is required to implement and maintain an Enrollment Information System (EIS) that supports all functions of the enrollment broker process.

3.2.6.1 System Requirements

The Contractor shall:

- A. Provide, operate, maintain, enhance, and support an Enrollment Information System (EIS) to meet all EIS requirements; and
- B. Accept from the Department a daily file (See Appendix 3) of:
 - 1. Confirmed and auto-assigned enrollments;
 - 2. Rejected enrollments;
 - 3. Cancelled enrollments;
 - 4. Demographic changes; and
 - 5. Miscellaneous transactions.
- C. Provide the Department with a daily file (See Appendix 7) of enrollments requests, disenrollments requests, and miscellaneous enrollment broker transactions;
- D. Provide the MCOs with a daily file (See Appendix 8) of all required enrollment transactions;
- E. Process future enrollment end dates and report recipients as currently eligible as reflected on the Department's file. When the Department transmits an enrollment transaction with a future end date to the Contractor, the Contractor shall be responsible for transmitting this future end date information to the MCOs along with the enrollment information; and
- F. Have adequate personnel and resources in place to meet the following requirements for receipt, processing, and transmission of all HealthChoice enrollment information to and from the Department and to the MCOs:
 - 1. Sufficient supply of all hardware, software, communication and other equipment necessary to perform the duties specified in this RFP; and
 - 2. Sufficient access to equipment, software and training necessary to accomplish its stated systems duties in a timely and efficient manner.

3.2.6.2 Enrollment File Transmission Requirements

The Contractor shall adhere to the following enrollment file transmission requirements and as referenced in Attachment U:

- A. Transmit to the Department via CONNECT: Direct (See Appendix 9) a file containing all enrollment, disenrollment, and related enrollment transactions at the close of each Business Day or, in an emergency, by no later than 10 a.m. the next Business Day. The Department will process these transactions nightly and transmit the results to the Contractor the following Business Day;
- B. Review rejected enrollments returned by the Department, and, if appropriate, correct and resubmit them to the Department via the daily enrollment transaction file process;
- C. Provide the MCOs with a HIPAA 5010 compliant daily file (per National Electronic Data Exchange-Transaction Set Implementation Guide/Benefit Enrollment and Management-834 Specifications) (See Appendix 8) to include the National Provider Identifier (NPI) of confirmed enrollment, disenrollments and related transactions, via secure electronic media by close of business the same day that the file was processed by the Contractor;
- D. Maintain the same connectivity and standard file transmission protocol and schedule that is currently in place (see Appendix 8) for daily enrollment transaction file transmissions to the MCOs in order to ensure continuity with, and no disruption or changes to the MCOs current daily enrollment file transmission/acceptance procedures and processing requirements originating from the Contractor. The file transfer process used by the Contractor to transmit enrollment data to the MCOs shall be encrypted in accordance with HIPAA regulations; and
- E. Include Disenrollment Reason Codes established by the Department when transmitting disenrollment transactions to the Department (See Appendix 10).

3.2.6.3 HealthChoice Provider Network Database and Directory (PND)

The Contractor shall assist HealthChoice recipients in choosing a PCP. This requires the ability to:

- A. Accept and process weekly and full replacement provider files from the Department which includes, at a minimum, information on maximum amount of allowed enrollments in participating physicians' panels, office locations, schedules, phone numbers of participating offices, and special requirements or services of the participating physicians, hospital and specialist referrals, languages, populations served. (See Appendices 11 & 12);
- B. Design, develop, implement, maintain and support, through its EIS, a HealthChoice Participating Provider searchable database with an on-line edit to disallow enrollments into filled panels;
- C. Access the network information from the Department's HealthChoice Participating Provider Network file, which will be submitted to the Contractor electronically on a weekly and monthly basis;
- D. Use this database to produce an on-line Provider Network Directory file for the Contractor's staff to use when assisting recipients in the selection of a PCP; and
- E. Use the monthly full-file replacement to print and mail/distribute upon request, the printed regional provider listings referenced in this RFP in Section 3.2.4.1.E.

3.2.6.4 Health Service Needs Information (HSNI) Monthly File

The Contractor shall:

- A. Submit a monthly report to the Department by MCO of all processed HSNIs, including the number of recipients with identified needs, the type of need, the total number of HSNIs, and the number of uncompleted HSNIs (See Appendix 13); and
- B. Provide the Department with an HSNI Output File on CD by the 15th of the following month.

3.2.6.5 Enrollment Data Reconciliation Process

The Contractor is responsible for the following reconciliation processes:

A. Daily Enrollment Transaction Reconciliation

The daily reconciliation will be used to determine if the Contractor received and fully processed on its files, all appropriate transactions forwarded by the Department and if it forwarded the appropriate transactions to the respective MCOs, and if the MCOs received and were able to process the appropriate transactions on their respective files. Validation of the daily reconciliation process will be based on the Department's Number of Records Transmitted by Transaction Type Report (See Appendix 14.)

The Contractor shall:

1. Perform a Daily Enrollment Transaction Reconciliation of all enrollment, disenrollment, and related transactions that it receives from the Department and that it forwards to the respective MCOs (See Appendix 15);
2. Complete the Daily Enrollment Transaction Reconciliation by the close of the next Business Day, unless the Department approves an extension to that date;
3. Report any discrepancies identified by the Contractor in the daily electronic reconciliation to The Department and the respective MCO(s) upon discovery of the discrepancy. Discrepancies caused by the Contractor shall be corrected within three (3) Business Days;
4. Submit a Corrective Action Plan to the Department within five (5) Business Days after the discrepancies are known to the Contractor outlining the steps the Contractor will implement to ensure that the discrepancies will not continue to occur or advise the Department and/or the respective MCO of other appropriate corrective action; and
5. Provide the Department and each HealthChoice MCO with a weekly summary report of the Daily Paper Enrollment Transaction Reconciliation, noting all discrepancies, the corrective action taken by the Contractor to resolve any problems, and a chart by MCO reflecting:
 - i. All transactions sent from the Department to the Contractor;
 - ii. All transactions processed on the Contractor's enrollment information system; and
 - iii. All transactions sent by the Contractor to each MCO.

B. Weekly Enrollment Transaction Reconciliation

The weekly electronic reconciliation will be used to determine if the Contractor received and fully processed on their files all appropriate transactions forwarded by the Department, if it forwarded all appropriate

transactions to the respective MCOs, and if the MCOs received and were able to process the appropriate transactions.

The Contractor shall:

1. Design, develop, and implement a comprehensive weekly electronic reconciliation of all enrollment, disenrollment, and related transactions that it receives from the Department, and that it forwards to the respective MCO;
2. Report any discrepancies identified by the Contractor in the weekly electronic reconciliation to The Department and the respective MCO(s) upon discovery of the discrepancy. Discrepancies caused by the Contractor shall be corrected within three (3) Business Days;
3. Submit a Corrective Action Plan to the Department within five (5) Business Days after the discrepancies are known to the Contractor outlining the steps the Contractor will implement to ensure that the discrepancies will not continue to occur or advise the Department and/or the respective MCO of other appropriate corrective action;
4. Submit the weekly electronic reconciliation to the MCOs by 12 noon each Monday for the prior week;
5. Provide the Department and each MCO with a summary and detailed report of the weekly electronic reconciliation, as well as information concerning the correction of discrepancies and/or any other details relating to the reconciliation;
6. Coordinate the requirements of the weekly reconciliation with all HealthChoice MCOs; and
7. The weekly electronic reconciliation will be a standing item at the Department's Bi-Weekly status meetings with the Contractor as required in Section 3.2.7.11. Part A.

C. Monthly Enrollment Transaction Reconciliation

The monthly electronic reconciliation will be used to determine if the Contractor received and fully processed on its files all appropriate transactions forwarded by the Department, if it forwarded all appropriate transactions to the respective MCOs, and if the MCOs received and were able to process the appropriate transactions.

The Contractor shall:

1. Design, develop, and implement a comprehensive monthly electronic reconciliation of all enrollment, disenrollment, and related transactions that it receives and processes from the Department, and that it forwards to the respective MCOs;
2. Report any discrepancies identified by the Contractor in the monthly electronic reconciliation to the Department and the respective MCO(s) upon discovery of the discrepancy. Discrepancies caused by the Contractor shall be corrected within three (3) Business Days;
3. Submit a Corrective Action Plan to the Department within five (5) Business Days after the discrepancies are known to the Contractor outlining the steps the Contractor will implement to ensure that the discrepancies will not continue to occur or advise the Department and/or the respective MCO of other appropriate corrective action;
4. Submit the monthly electronic reconciliation to the MCOs by 12 noon the first Monday of the month for the prior month;

5. Provide the Department and each MCO with a summary and detailed report of the monthly electronic reconciliation, as well as information concerning the correction of discrepancies and/or any other details relating to the reconciliation;
6. Coordinate the requirements of the monthly reconciliation with all HealthChoice MCOs; and
7. The monthly electronic reconciliation will be a standing item at the Department's Bi-Weekly status meetings with the Contractor as required in Section 3.2.7.11. Part A.

3.2.7 General Operational Requirements

The State requires all general operations to be located in Maryland and within 5 miles of the State Office Complex located at 201 W. Preston Street, Baltimore, MD 21201 and provide for direct access to public transportation (bus line, subway or light rail system).

3.2.7.1 Hours of Operation Requirements

At a minimum, the Contractor must provide at least the current hours of operation, from 7:00AM until 7:00PM eastern time (includes daylight savings times), Monday through Friday excluding state and federal holidays. The Department will retain the right to approve changes to the operating hours.

3.2.7.2 Facility Acquisition, Management and Operations

The Contractor shall:

- A. Provide a proposal for Facility Acquisition, Management and Operation which includes processes and procedures to manage facility acquisition and operation;
- B. Detail the structure under which facilities will be managed and operated;
- C. Provide for a plan for transitioning facilities including operational management, to another Enrollment Broker at the end of this Contract;
- D. The Contractor's facility must provide the infrastructure necessary to support all Enrollment Broker services. Additionally, the Contractor shall provide office space and support for two (2) State Monitoring staff who will be onsite daily and will be monitoring the Contractor's activities with regards to the Call Center, Mailroom and Training Services. At a minimum, the Contractor shall provide:
 1. A computer with access to sufficient software support to allow the Departmental staff to perform monitoring functions. Software support shall include at a minimum, word processing, email, access to the Enrollment Broker's Enrollment Information System and access to the Enrollment Broker's monitoring program;
 2. Standard secure desks;
 3. Telecommunications equipment capable of providing monitoring functions to The Department staff to monitor the telephone Enrollment process;
 4. Access to fax and copy machines; and
 5. Other requirements necessary to complete comprehensive monitoring functions.
- E. The Contractor will be responsible for leasing, equipping and operating with provisions allowing for the

transfer of leases and equipment to a Department designee or to the Department.

3.2.7.3 Logistical Resources (Will Be Transferable to the Contractor)

All of the equipment listed in Attachment V is owned by the Department and will be available to the Contractor at no cost. The Contractor shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, as directed or approved by the Department Contract Monitor. The Department anticipates the following resources will be available to the Contractor through the incumbent:

- A. The Avaya S8500 hardware and software (See Appendix 16) is being used by the current incumbent to process telephone enrollment transactions, telephone Help Line general inquiries, and language translation services;
- B. Office equipment (including PCs, video display terminals, telephones, fax machines, copiers, etc.) and furniture to accommodate approximately forty-six (46) administrative, clerical, and technical staff (See Attachment V). The Contractor must inventory this equipment and any subsequent equipment and the inventory list must be made available to the Department for review upon request. The Contract Monitor may direct repair or maintenance of equipment at the Contractor's expense if equipment is found in disrepair or is not appropriately maintained;
- C. Work with the incumbent to retain as many staff as possible from the current Enrollment Broker Program. The Contractor shall have full responsibility for transitioning and retaining staff currently employed by the incumbent and;
- D. Work with the incumbent, to transfer HealthChoice program telephone lines and numbers and the Post Office Box. The Contractor shall transfer the telephone lines and numbers and Post Office Box if possible, or establish the requisite telephone lines and numbers and Post Office Box for the sole purpose of providing the required Enrollment Broker Services.

3.2.7.4 Staffing and Organizational Structure Requirements

The Contractor's management strategies must include ways to ensure that all staff hired will have and maintain the required skills, knowledge and experience to perform the functions of their position. In addition, the Contractor shall commit to conduct employment practices that do not discriminate against anyone on the basis of race, color, religion, national origin, sex, age, and persons with limited English proficiency or disability.

The Contractor shall:

- A. Provide adequate staffing to meet the requirements of this RFP.
 - 1. Propose an administrative organizational structure and adequate staffing for successful fulfillment of Contract and performance requirements;
 - 2. Include a determination of the number and type of staff required to deliver the specified services and must accommodate potential increases/decreases in work volumes and staff turnover;
 - 3. Provide how required staffing levels will be maintained and managed to meet the Department's approved performance standards and include all costs in the cost proposal;
 - 4. Obtain appropriate background checks for all personnel;
 - 5. Position descriptions with minimum qualifications for each type of position sufficient to

carry out the service performed in an effective and efficient manner;

6. Explain how the Enrollment Broker will screen, interview, train, support, manage and retain highly qualified personnel and manage staff turn-over;
7. Not reduce the agreed upon organizational staffing levels without prior Departmental written approval. The Department reserves the right to approve all Contractor's staff and replacement staff; and
8. Propose for Departmental approval any organizational changes that result in a restructure of the organization, either temporarily or permanently.

B. Design, implement, and maintain a staffing plan including but not limited to:

1. An overall approach for providing a management and staffing structure to ensure effective operations and meet contractual responsibilities;
2. A strategy to support multiple languages and cultural needs and to be accessible to persons with disabilities, including persons who are blind or visually impaired, as well as persons who are deaf or hearing impaired;
3. Maintaining sufficient core staff for successful fulfillment of Contract and performance requirements with experience in systems, operations, policy and procedures, and in the functional areas in which they will work; and
4. Provide an initial organizational chart within fifteen (15) calendar days after the transition operational start date, including the names and positions of all personnel assigned to this Contract. The organizational chart must designate Key Personnel.

3.2.7.5 Key Personnel and Organizational Requirements

To establish strong Enrollment Broker accountability controls, the Contractor shall:

- A. Propose and provide ongoing reporting of organizational structure and identification of Key Personnel, including resumes and references for Department approval;
- B. Identify the Key Personnel and allocate them 100% to this Contract (i.e., not permitted to manage, oversee, or participate in other projects, contracts, etc). Key Personnel is defined as all executive, director or management level positions assigned to this Contract. Additionally, the Enrollment Broker shall provide the Department prior notice of any changes in Key Personnel during the term of the Contract and any extension;
- C. Key Personnel are subject to the Provisions of Section 1.23.

3.2.7.6 Staff Training Requirements

Enrollment functions shall be performed by a sufficient number of staff, appropriate to perform requirements set forth in this RFP, and who have been trained and have demonstrated an understanding of the specific functions of the HealthChoice Program requirements and standards in the RFP Review and approval describing the use of temporary employees in the event there is a need for additional staff. Temporary employees should, at a minimum, be available to provide coverage for the Contractor's employees not at work due to illness, vacation, or holidays.

The Department will have oversight (monitor, review and approve) of all Enrollment Broker training activities. The Offeror's proposal shall provide a comprehensive and innovative training plan sufficient to meet or exceed its contractual responsibilities and to comply with federal, state and Department requirements.

To ensure consistency in Enrollment Broker Services, the Contractor shall:

- A. Be responsible for initial and ongoing training of staff;
- B. Develop a training plan that addresses staff training in customer service excellence, cultural and business sensitivity, ethics, civil rights, and equal opportunity including harassment because of race, color, national origin, sex, age, religion, or disability. The training plan also shall describe processes that include training activities for the Contractor and Department staff, sub-contractors and trading partners to support Enrollment Broker services;
- C. Develop procedures for maintaining and updating the training plan and training material throughout the Contract term; and
- D. Submit its training plan to the Contract Monitor for review and approval within thirty (30) days of Contract Commencement date. The Department reserves the right to make revisions to the training plan. The content of the training program shall include, but not be limited to, the following components:
 - 1. General orientation regarding the role of Customer Care Associates (CCAs);
 - 2. Orientation to Maryland's HealthChoice Program and HealthChoice MCOs;
 - 3. Cultural sensitivity/diversity to the health care needs and concerns of individuals with disabilities and chronic illness, homeless and homebound individuals and persons with physical, sensory and/or cognitive disabilities;
 - 4. HealthChoice enrollment materials and enrollment process;
 - 5. Navigation of the Enrollment Broker's Enrollment Information System;
 - 6. The Enrollment Broker's telephone system and call-center capabilities;
 - 7. Customer service standards and phone etiquette;
 - 8. Confidentiality requirements;
 - 9. Enrollment related complaints, grievances, policies, and procedures, and remedies;
 - 10. The telephone referral process; and
 - 11. Other training as required by the Department.

3.2.7.7 Fraud Abuse and Waste Prevention, Detection, and Referral

To promote integrity in Enrollment Broker activities, the Contractor shall:

- A. Design a proactive fraud prevention, detection, and referral process which guards against internal (staff) and external (recipients or others) fraud, abuse, or waste of benefits and misuse of the systems that support the Enrollment Broker programs;
- B. Establish effective processes, systems, edits and controls to prevent and detect internal and external fraud,

abuse, or waste prior to enrollment or the State's issuance of benefits;

- C. Describe proposed solutions for establishing effective processes, systems, edits and controls to prevent and detect internal and external fraud, abuse, and waste;
- D. Develop a fraud, abuse, and waste prevention compliance plan that establishes criteria for preventing, detecting, and referring cases of suspected fraud, abuse, or waste;
- E. Create processes to investigate suspected fraud, abuse, and waste that do not infringe on the rights of individuals and are consistent with due process of law;
- F. Designate a key Enrollment Broker official as compliance officer for the Enrollment Broker who is responsible for making the decisions on cases to refer to the State;
- G. Maintain appropriate records for a period of seven (7) years or until the end of the Contract term. Deliver the records to the State at the end of the Contract term and/or make these records available to the Department's Office of Inspector General (OIG), Office of Attorney General (OAG) or general counsel upon request; and
- H. Refer all cases of suspected fraud, abuse, or waste to the Office of Inspector General within the timeframes and in the formats specified by the Inspector General.

3.2.7.8 Disaster Recovery (DR) and Business Continuity

To ensure the mitigation of risk to the State and recipients, the Contractor shall provide a Disaster Recovery and Business Continuity Plan specific to the Transition Phase and to ongoing operations. The Contractor shall implement its Technical Proposal response addressing how it will track and adhere to key service level metrics as referenced in Attachment U. It is critical that the Disaster Recovery and Business Continuity Plan provide for uninterrupted service delivery to the citizens of Maryland.

The Contractor shall:

- A. Develop, implement and maintain a Disaster Recovery and Business Continuity plan to reestablish operations and service delivery in the event of an unplanned system outage (telephone or otherwise) and/or in the event, a catastrophe occurs or a facility is no longer available as per Attachment U;
- B. Submit this Disaster Recovery and Business Continuity Plan as part of the Transition Phase Work Plan. The location of all Disaster Recovery operations shall also be identified and approved by The Department. Additionally, the Contractor shall prepare courses of action to address potential and probable issues or problems that could occur during operations;
- C. Perform an annual DR simulation per mutually agreed upon Contractor and Department requirements. The Contractor shall submit a report of DR simulation and the back-up site review to the Contract Monitor within fifteen (15) calendar days of the simulation exercise;
- D. Back-up, off-site storage, and other pre-disaster safeguards that would be implemented to minimize any disruption;
- E. Initiate recovery procedures that would be instituted to achieve normal operation, including any remote access relocation plans;
- F. Indicate time frame required to accomplish full recovery from the point of interruption;
- G. Implement procedures for coordinating with the Department in the event of a disaster; and

- H. Implement procedures for notifying the Department, MCOs, HealthChoice recipients, and other relevant parties detailing the status of the system and any alternative phone numbers and/or business plans.

3.2.7.9 Records Retention

To ensure compliance with state and federal laws, rules, regulations and policies, the Contractor shall meet the record retention requirements.

Specifically, the Contractor shall:

- A. Maintain, retain, archive, and/or restore data and documentation as directed by the State, including any applicable litigation hold. Data and documents must be available online in an electronic form and should be searchable electronically to ensure Enrollment Broker and State staff have the necessary and appropriate access to information to perform the operational tasks and activities or for such other purposes as may be determined by the State;
- B. Unless otherwise directed, maintain all data and documentation as required by Provision 24 “Documents Retention and Inspection Clause” of the State Contract, Attachment A;
- C. Develop, maintain and provide access to records needed by the State to monitor the performance requirements and standards detailed in each of the functional area descriptions of this RFP;
- D. Ensure Federal and State representatives have access to and the right to examine, audit, inspect and copy all records documents and billings associated with the project during the term of the Contract at no cost to the State. During the term of the Contract, access to these items will be provided at Contractor’s facility at all reasonable times; and
- E. Prepare, maintain and preserve all Deliverables and all writings, documents, and records prepared or compiled by the Contractor in connection with the performance of this Contract for the duration of the term of this Contract including an and all extensions, or until directed by the State to release such records. These writings include any handwriting, typewriting, printing, photo static, photographing, and every other hard copy and electronic means of recording, any form of communication or representation including letters, words, pictures, sounds, or symbols, or any combination thereof. Records involving matters in litigation related to this Contract shall be kept for one year following the termination of litigation including all appeals if the litigation has not terminated within five (5) years.

3.2.7.10 Reporting Requirements

Timely, accurate, and meaningful reporting of activities is an essential component to provide the Department with necessary information to identify issues, problems, and successes.

The Offeror’s proposal shall include information on a reporting solution that:

- A. Delivers on-demand, ad hoc, periodic, and scheduled reports;
- B. Uses standardized report formats across like activities; and
- C. Contains a catalog of reports as deemed appropriate by the Department to include definitions on format, content, and search and filter parameters with identification of, or references to, applicable reports in other systems and/or reporting tools.

3.2.7.11 Relationships, Meetings, and Status Reports

The Offeror's proposal shall describe how it will work cooperatively with the Department and the HealthChoice MCOs involved in the administration of the HealthChoice program.

The Contractor shall:

- A. Participate in meetings with the Department, the MCOs and any other agencies or groups deemed necessary by the Department. Contractor staff participating shall include the Program Manager and any other staff recommended by the Program Manager or deemed necessary by the State Contract Monitor. Such meetings include, but are not limited to an orientation to the HealthChoice Help Line and Compliant Resolution Units; Bi-Weekly meetings with the Department to discuss daily operations, file reconciliation, and call center monitoring activities;
- B. Provide to the Department, minutes from the Bi-Weekly meeting no later than two (2) Business Days after a meeting occurs with the Department;
- C. Attend quarterly Enrollment Steering Committee Meetings with the Department and MCOs to discuss operational and systematic issues; and
- D. Submit a Weekly Status Report to the Contract Monitor, by close of business each Monday (Tuesday, if Monday is a holiday) for the preceding week, outlining the activities and progress for that period. The format and requirements of the Weekly Status Report shall be developed by the Contractor and approved by the Department.
- E. Submit an Annual Report to the Contract Monitor, by noon within twenty (20) Business Days following the end of the calendar year. The format and requirements of the Annual Report shall be developed by the Contractor and approved by the Department.

3.2.7.12 Compliance with Contract Requirements

The Contract Monitor and/or staff may identify an issue resulting from the Contractor's non-compliance with the Contract through routine daily monitoring or through other sources. If this occurs, the Department shall notify the Contractor, in writing, of the contractual non-compliance. The Department will designate a period of time in which the Contractor shall provide a written response, including a corrective action plan. Non-compliance issues include, but are not limited to, the following provisions:

- A. Complete Enrollment information system-wide failure and/or extensive downtime;
- B. Inadequate systems capability and/or support;
- C. Failure to transmit complete, accurate, and reliable enrollment transactions to the Department and/or the MCOs in a timely manner;
- D. Failure to produce, print, and mail Provider Network Directories in accordance with the Department's requirements outlined in this RFP;
- E. Failure to provide HealthChoice recipients with appropriate and timely enrollment information;
- F. Failure to comply with Daily, Weekly and Monthly Data Reconciliation Requirements;
- G. Inadequate telephone system service levels or telephone system-wide failure or down time;
- H. Pattern of bias (or steering) with respect to one or more MCOs on the part of the Contractor or its staff;
- I. Failure to meet service level metrics as referenced in Attachment S due to staffing constraints or other factors;

- J. Failure to provide timely and comprehensive enrollment materials and new enrollment packets as required in Section 3.2.1;
- K. Failure to provide and maintain a telephone system that meets all requirements in Section 3.2.5.4;
- L. Failure to produce timely and complete reports as required in Sections 3.2.7.10 and 3.2.7.11;
- M. Failure to provide and/or failure to adhere to corrective action plans;
- N. Failure to offer assistance to recipients in the selection of a PCP and/or failure to submit accurate PCP information to MCOs;
- O. Failure to complete appropriate HSNI forms for new voluntary enrollments;
- P. Failure to have a Disaster Recovery plan to restore call center operations before twenty-four (24) hours and resume all remaining operations within three (3) Business Days following a natural or manmade disaster; and
- Q. Failure to perform an annual Disaster Recovery simulation per mutually agreed upon requirements.

3.2.8 Transition Operations/Deliverables

The following section outlines the scope of work required for the Transition Phase of the Contract resulting from this procurement, which begins three (3) months after Contract Commencement. The Department shall ensure that the process of transitioning to the Contractor from the incumbent upon Contract Commencement, results in predictable, seamless transition where services to recipients continue to be delivered in a timely and accurate manner. The transition will be determined successful if recipients and the Department do not experience any degradation in service levels.

The primary objectives of the Transition Phase scope of work are to meet the following with an emphasis on cost, schedule, and quality:

- Ensure a smooth transition and implementation of business operations and systems;
- Establish strong Enrollment Broker accountability controls; and
- Mitigate risk to recipients and the Department.

The work activities and requirements outlined in this section are applicable to the Contractor. "Transition Phase" is defined as those activities that the Contractor must conduct between Contract Commencement and the Go-Live date. This includes all of the project management activities required to successfully implement Enrollment Broker services.

3.2.8.1 Transition Operations

The Contractor shall conduct the following reviews during the Transition Operations ("Start-Up") period:

- A. Review of the Contractor's Proposed Work Plan:
 - 1. Conduct a review of its proposed work plan that was submitted as part of their technical Proposal; and
 - 2. Submit to the Department for approval no later than August 3, 2015 its finalized work plan which shall outline overall management concepts, project management plans, project control

mechanisms and timelines. No later than August 14, 2015, the Department will meet with the Contractor to review its finalized work plan.

B. Review of the Contractor's Enrollment Information System:

1. Conduct a review of its Enrollment Information System, hardware and software to determine the overall adequacy of its system to successfully meet all Enrollment Information System requirements described in Section 3.2.6 of the RFP; and
2. Provide to the Department no later than August 14, 2015 for approval a detailed report of its review of the available system. In this report, the Contractor shall:
 - a. Demonstrate its understanding of what the system should provide and its ability to transition, operate, maintain and support the system to meet all Enrollment Information System's requirements specified in the RFP;
 - b. Explain in its system's reports any concerns it has about the adequacy of the system to meet the above referenced requirements. If the Contractor intends to modify its system, it shall explain its intentions in detail, including the rationale for any proposed changes, and provide a work plan, and schedule associated with the changes; and
 - c. Meet with the Department no later than September 1, 2015, to review its Enrollment information system reports. The Contractor shall be responsible for the costs of any system modification.

C. Review of Avaya S8500 Telephone System

1. Conduct a review of the Avaya S8500 telephone system hardware and software (See Appendix 16) to determine its intent to incorporate/use all or any components of the Avaya S8500 Telephone System in its proposed fully operational telephone system specified in Section 3.2.5.4 of the RFP;
2. Provide to the Department for approval no later than August 14, 2015, a report of its review of the Avaya telephone system hardware and software. In this report, the Contractor shall indicate if it intends to incorporate and use all or any components of the Avaya S8500 system hardware or fully operational telephone system; and
3. If the Contractor intends to use all or any components of the system, then the Contractor shall describe its intentions, including the rationale/benefit for this project, a work plan and schedule, and assurance that there will be no disruption or degradation to telephone systems requirements specified in the RFP. The physical equipment is owned by the Department and is available for use at no cost. However, the maintenance and the ongoing support of the Avaya S8500 will be the responsibility of the Contractor. Any and all costs associated with this project shall be the responsibility of the Contractor and within the Fixed Price resulting from this RFP. No later than September 1, 2015, the Department will meet with the Contractor to review its Telephone System report.

D. Review of PND Process

1. Conduct a review of the PND Process to determine the overall adequacy of the process to meet all PND requirements specified in the RFP Section 3.2.6.3; and

2. Submit to the Department for approval no later than August 14, 2015, a detailed report of its review of the PND Process. In this report, the Contractor shall demonstrate its understanding of the process and its ability to transition, operate, maintain, and support the process to meet all PND requirements specified in the RFP/Contract. The Contractor shall explain in its PND Process report any concerns it has about the adequacy of the process to meet the above referenced requirements. If the Contractor intends to modify the PND Process, it shall explain its intentions in detail to the Department. No later than September 1, 2015, the Department will meet with the Contractor to review its PND Process report.

E. Review of Recruitment and Training Plan

1. Submit to the Department for approval no later than August 14, 2015, a detailed recruitment and training plan showing how and when the proposed staff, included as part of the proposal, will be recruited, hired, trained, and placed. The plan shall include a description of the types of managers who possess the professional and technical skills required in order for the proposed staff to successfully complete the training program and to ensure timely implementation and efficient operation of the HealthChoice Enrollment Program.

3.2.8.2 Transition Deliverables- (Transition Dates to be determined at a later date)

The Contractor shall:

- A. Provide to the Department, a detailed Transition and Implementation Work Plan with time lines, Gantt charts, resource requirements, staffing classifications and levels, dependencies, and critical paths of all transition and implementation tasks and activities, and all ongoing operating responsibilities of the RFP/Contract;
- B. Work with the Department and the current Enrollment Broker to relocate and utilize furniture and/or equipment, Avaya S8500 telephone system, and other logistical resources;
- C. Work with the Department and the current Enrollment Broker to transfer or renew the lease at the current Enrollment Broker location;
- D. Work with the Department and the current Enrollment Broker to transfer existing HealthChoice Enrollment Broker Program toll free telephone numbers, local telephone numbers and lines, and Post Office Box;
- E. Work with the Department and the current Enrollment Broker to acquire and utilize any existing stock of outreach and Enrollment materials;
- F. Obtain and maintain from the current Enrollment Broker all HealthChoice enrollment records and related data specified by The Department;
- G. Have in place and operational for testing/readiness review purposes, staff, office space, Post Office Box, telephones and equipment, Enrollment Information System and software, and all other General Operations requirements as specified in Section 3.2.7 of the RFP; and
- H. Participate in a readiness review of all General Operations requirements specified in Section 3.2.7 of the RFP, which will be conducted by the Department August 17-19, 2015. In the event that the Contractor is not capable of meeting all full operations requirements to the Department's satisfaction, the Contractor shall develop, provide, and execute a Corrective Action Plan (CAP), to be approved by the Department, which shall assure full operations requirements are met.

3.2.8.3 Systems Documentation

Within thirty (30) days of the start of the Contract, the Contractor shall provide the Contract Monitor with all enrollment related systems documentation, including but not limited to:

- A. flow charts;
- B. file formats;
- C. processing logic;
- D. data element dictionary;
- E. valid values for all Enrollment related information transaction processing;
- F. provider directory and hard-copy print file directories, and
- G. telecommunications systems.

The Contractor shall also process updates/changes to this documentation within five (5) Business Days after the Department's approval.

3.2.8.4 Exit Transition Responsibilities

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the following schedule or a revised schedule provided to the Contractor by the State in the Notice of Transition, and shall be for a period of at least ninety (90) days. Specifically, the Contractor shall comply with the following schedule and instructions, and additional instructions regarding transition services may be provided in the Notice of Termination issued by the State:

An exit transition period shall begin at least sixty (60) days and no more than eighty (80) days prior to the last day the Contractor is responsible for operating the HealthChoice Enrollment Broker Program under the Contract and any extension resulting from this RFP. During the exit transition period, the Contractor shall:

- A. Work cooperatively with the Department and a new Enrollment Broker at the end of this Contract to transition appropriate Enrollment Broker staff, furniture, office space/lease, equipment hardware and software, and all other requirements specified in this RFP to a new Enrollment Broker.
- B. Develop and provide the Department, a detailed Full Operations Resources report describing which resource (i.e. systems, software, furniture and equipment, materials, staffing, etc.) would be required by the Department and/or another Enrollment Broker to take over full operations and support of the requirements specified in the RFP at least one (1) year prior to the scheduled expiration of the Contract, including any renewal options. The Contractor's report shall include a staffing matrix with the estimated number, type, and salary of staff to carry out all full operations requirements described in the RFP/Contract. The Contractor shall base this report on its experience in the operations of the Contract.
- C. Prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, equipment and furniture, computer systems, software and documentation, materials, etc., to a new Enrollment Broker and/or the Department. The Exit Transition Plan shall be submitted by the Contractor twenty (20) days prior to the end of the Contract to the Contract Monitor. The Exit Transition Plan shall include, at a minimum:
 - 1. The Contractor's proposed approach to the transition; and
 - 2. The Contractor's tasks, subtasks, and schedule for all transition activities.

3.2.8.5 Future Initiatives

As described in the RFP, the current Managed Care Program is limited to the delivery of health care services to HealthChoice eligible recipients. Throughout the life of the resulting Contract, the Department may increase membership/coverage opportunities to other Medicaid eligible categories, reduce membership/coverage opportunities in the current or future eligible categories or reduce the number of counties/regions served in the HealthChoice Program. The resultant increases or decreases in membership/coverage or reduction in the counties served is within the general scope of the Contract. In any month where the increase or decrease in membership/coverage exceeds 17,000 monthly enrollments by at least 850 enrollments, an equitable adjustment in the Contract price shall be made upon demand of either party, and the Contract shall be modified accordingly.

In the future, the Department may request that PCP, HSNI and TPL information be electronically submitted to the Department. The requirement for electronic submission is within the general scope of the Contract and shall not entitle the Contractor to an equitable adjustment.

Future Enrollment activities will include accepting MCO enrollment information from the MHC and transitioning to the Department's new Medicaid Management Information System (MMIS), which is anticipated to go live in 2016. The requirement for accepting information from MHC and transitioning to the new MMIS is within the general scope of the Contract. However, the Contractor shall be entitled to an equitable adjustment to the Contract price, and the Contract shall be modified in writing accordingly.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior

to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Monitor.

3.4 Insurance Requirements

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.3 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.4 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.4.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.4.2.
 - e. Employee Theft Insurance as required in Section 3.4.3.
- 3.4.5 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.4.6 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due. The amount due for each monthly invoice shall be 1/12 of the Contractor's "Full Operational Cost" (or total price for each Contract Year) as stated on the Contractor's Financial Proposal Form, Attachment F, for the Contract Year for which the monthly invoice is submitted, except during the three-month Transitions Operations ("Start Up") period. The amount due for each monthly invoice submitted for the three-month Transitions Operations period shall be one third of the Contractor's "Transitions Operations Price" as stated in Section A of the Contractor's Financial Proposal Form, Attachment F.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by the 15th of the month following the month in which services were performed.

3.6.3 Liquidated Damages- Service Level Metrics (SLM)

During the course of the Contract, the Department shall measure Contractor performance per Service Level Metrics using a Performance Monitoring System. If the Contractor does not meet the Service Level Metrics, the Contractor shall, in lieu of actual damages, pay the Department fixed, agreed and liquidated damages for each standard not met in accordance with the following chart. The liquidated damages are in addition to and not in substitution for DHMH's other rights under the Contract, including the right to terminate the Contract. The Contractor must have in place processes to monitor, and must report against, all performance standards. The Contract Monitor and other designated State personnel shall actively participate with the Contractor to approve the results, request corrective actions, and assess liquidated damages against the monthly invoices as necessary.

The SLMs the Contractor is expected to meet are as follows:

Key Staff Requirements	Positions that are designated as Key Staff shall not remain vacant for more than thirty (30) calendar days. Key staff positions shall not be filled with employees who shall fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position as referenced in Section 3.2.7.5.	0.5% of monthly invoice
Correction of Deficiencies	Correction of deficiencies shall be made pursuant to a timely submitted corrective action plan, which shall be approved by the Department	0.5% of monthly invoice
Web Portal and Ancillary System Availability	The Enrollment Web Portal and other client focused ancillary system components as developed under this contract shall be available twenty-four (24) hours a day, seven (7) days a week except for DHMH approved time for system maintenance. Any unscheduled down time shall also be documented and explained in writing to DHMH within 24 hours as referenced in Section 3.2.3.1.	0.5% of monthly invoice

Disaster Recovery	The Contractor shall restore call center operations within one (1) hour and resume all remaining critical operations within one (1) work day following a natural or manmade disaster as referenced in Section 3.2.5.3.	0.5% of monthly invoice
Disaster Recovery (DR) Simulation	The Contractor shall perform an annual DR simulation per mutually agreed Contractor and DHMH requirements. A report of DR simulation and the back-up site review shall be submitted with fifteen (15) calendar days of the simulation exercise as referenced in Section 3.2.7.8.	0.5% of monthly invoice. On day 16, .5% will be deducted from monthly invoice and one hundred (\$100) dollars for everyday thereafter DR simulation is not received.
Delivery Schedule	<ul style="list-style-type: none"> DHMH shall approve the Contractor interface file and reporting schedule, distribution, and frequency and the Contractor shall provide alerts for interface file creation and report production and distribution. Electronic daily reports shall be delivery daily; Weekly reports shall be delivered by close of business each Monday (Tuesday, if Monday is a holiday) for the preceding week; Annual Reports shall be delivered by noon within twenty (20) Business Days following the end of the calendar year ; and Interface data shall be generated and transmitted on the Business Day following the scheduled creation of the interface data. 	0.5% of monthly invoice per item listed in this section.
Customer Services Support – Call Center Fundamental Service Level Metrics		
Call Center Availability	All agents shall be available to answer calls from 7:00 a.m. to 7:00 p.m. , Eastern Time, Monday through Friday excluding state and federal holidays.	0.5% of monthly invoice
Average Speed of Answer	Ninety-five percent (95%) of all calls shall be answered within three (3) rings or fifteen (15) seconds . The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit. A call pick-up system which places the call in queue may be used.	1% of monthly invoice
Timely response to Inquiries	One-hundred percent (100%) of call center open inquiries shall be resolved within 24 hours . Timely response to Call Center phone inquiries with regards to the selection of HC/PAC MCOs and availability of providers shall be measured monthly and shall be	1% of monthly invoice

	reviewed with DHMH as part of the monthly audit.	
Abandonment Rate	Abandoned calls shall be 5% or less . The performance standard shall be measured monthly and shall be reviewed by DHMH as part of the monthly audit. A call shall be considered “abandoned” if the caller elects an option and is either not permitted access to that option or disconnects from the system.	1% of monthly invoice
On Hold Time	On Hold Time rate shall be less than three (3) minutes 95% of the time. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. The On Hold Time shall be defined as the time elapsed before response by a human operator to a caller’s inquiry.	1% of monthly invoice
Timely Response to Electronic Correspondence	One-hundred percent (100%) of all electronic correspondence including e-mail, faxes, web Enrollments, and other electronic responses shall be sent to the correct MCO or Member within three (3) working days from when the electronic correspondence is received. The email date stamp shall determine the response date. The performance standard shall be measured monthly and shall be reviewed by DHMH as part of the monthly audit.	Up to 3% of monthly invoice as follows: Less than 100%-95%= 1% deduction; Less than 95%-85%= 2% deduction; Less than 85%= 3% deduction
The system Web Portal Response	Time shall be within four (4) seconds for 99% of the time. Web Portal Response Time is the elapsed time from the command to view a response until the response appears or loads to completion on the monitor.	0.5% of monthly invoice
Accurate Response to Call Center Phone Inquiries	Customer care accuracy rate shall be ninety (90) percent or higher based on sampling of all calls monitored by DHMH on-site staff. Accuracy of answers is based on the CCA providing correct information about the HealthChoice Program, the MCOs, and MCO placement. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit.	0.5% of monthly invoice

3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.8 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and seven (7) copies. Unless the resulting package will be too unwieldy, the State's preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

to the Procurement Officer (see Section 1.5) prior to the date and time for receipt of Proposals (see Section 1.11 "Proposals Due (Closing) Date and Time").

4.2.2 An electronic version (CD or DVD)) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (CD or DVD) of the Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Financial Proposal. CD/DVDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CD/DVDs must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

4.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD or DVD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice").

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

4.2.5 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver Proposals.

4.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able

to prove a timely delivery at the mailroom, and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, seven (7) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.2.1 “Title and Table of Contents,” Section 4.4.2.2 “Claim of Confidentiality,” Section 4.4.2.3 “Transmittal Letter,” Section 4.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . . ,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 5.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

- 4.4.2 **The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

4.4.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

4.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.4.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
- Acknowledgement of all addenda to this RFP.

4.4.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category (ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

4.4.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.4.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- b. The Offeror shall give a definitive **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. Specifically, the Offeror's response must also include the following:

1. Specific approaches that support multiple languages and cultural needs and are accessible to persons with disabilities, including persons who are blind or visually impaired, as well as persons who are deaf or hearing impaired.
The Offeror's response will include a description of accessibility standards including the provision of Telecommunications Device for the Deaf (TTY);
 2. How the Offeror will track and adhere to key service metrics as referenced in Attachment U; and
 3. Acknowledgement of the Offeror's full responsibility for the graphic design, translation, printing, fulfillment, mailing and postage, including postal rate increases, and all costs associated with all enrollment materials specified in the RFP (See Section 3.2.4).
- c. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
 - d. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP Section 3.5.

4.4.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- a. The number of years the Offeror has provided the similar services;
- b. The number of clients/customers and geographic locations that the Offeror currently serves;
- c. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

- d. The Offeror's process for resolving billing errors; and
- e. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.4.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

4.4.2.10 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.2.11 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dunn and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and

- e. Evidence of adequate working capital.

4.4.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.4. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

4.4.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.4.2.6 and 4.4.2.7 for additional Offeror requirements related to Subcontractors.

4.4.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.4.2.15 Economic Benefit Factors (Submit under TAB N)

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A (3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- a. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- b. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- c. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.4.3 Additional Required Technical Submissions (Submit under TAB O)

4.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2.

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.3.2 ***If Required**, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2. **See appropriate RFP Section to determine whether the Attachment is required for this procurement:*

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D1**) **see Section 1.33*. This attachment must be provided in a separately sealed envelope within the main Technical Proposal package/envelope.
- b. Completed Federal Funds Attachment (**Attachment H**) **see Section 1.35*.
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) **see Section 1.36*.
- d. Completed Mercury Affidavit (**Attachment L**) **see Section 1.40*.

- e. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (**Attachment M-1**) *see **Section 1.41**.
- f. Completed Location of the Performance of Services Disclosure (**Attachment N**) *see **Section 1.42**.

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, seven (7) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.4.2.6)

The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

5.2.1.1 Has the Offeror clearly demonstrated an understanding of the Scope of Work? (See RFP § 3.2)

5.2.1.2 Does the proposal adequately demonstrate the Offeror's ability to voluntarily enroll individuals in MCOs and assisting them in the selection of a PCP? (See RFP § 3.2.1)

5.2.1.3 Does the proposal adequately describe the Offeror's ability to print and distribute all required Enrollment materials required in the RFP? (See RFP § 3.2.4)

5.2.1.4 Does the proposal adequately demonstrate the Offeror's ability to provide, operate and maintain a Telephone System and Call Center to meet or exceed Telephone System and Call Center requirements specified in the RFP? (See RFP § 3.2.5)

5.2.1.5 Does the proposal adequately demonstrate the Offeror's ability to provide, implement, operate, support, and enhance an Enrollment Information System (EIS) to meet or exceed EIS requirements specified in the RFP/Contract? (See RFP § 3.2.6)

5.2.1.6 Does the proposal identify adequate technical support for the Enrollment information and telephone systems, and demonstrate the Offeror's ability to provide adequate systems documentation? (See RFP § 3.2.8.3)

5.2.1.7 Does the Offerors proposed EIS adequately meet or exceed the requirements of the RFP (See RFP § 3.2.6.1) in terms of its ability to interface with:

- A. Maryland's Medicaid Management Information System (MMIS), and
- B. Maryland's HealthChoice MCOs' Enrollment information systems?

5.2.1.8 Does the Offeror's proposed EIS adequately meet or exceed the requirements of the RFP (See RFP § 3.2.6.2) in terms of its ability to:

- A. Promptly, accurately, and efficiently process and transmit date specific enrollment and disenrollment related transactions on a daily basis;
- B. Make programming changes promptly and efficiently;
- C. Develop, maintains, and provide detailed systems documentation; and
- D. Support all systems requirements specified in the RFP

5.2.1.9 Does the proposal adequately demonstrate the Offeror's ability to train staff? (See RFP § 3.2.7.6)

5.2.1.10 Does the proposal adequately demonstrate the Offeror's ability to meet all exit transition requirements specified in the RFP/Contract? (See RFP § 3.2.8.4)

5.2.1.11 Is there a detailed Disaster Contingency and Recovery Plan? (See RFP § 3.2.7.8)

5.2.1.12 Does the proposal explain in detail the steps that the Offeror will take for each disaster situation identified in its proposal? (See RFP § 3.2.7.8)

5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 4.4.2.7)

5.2.2.1 How well are the named individuals properly matched to this project with respect to their past work experience and credentials?

5.2.2.2 How much actual experience does each staff person have that is applicable to this project?

5.2.2.3 Is the proposed staffing pattern adequate for the services to be performed?

5.2.2.4 Is the Offeror's personnel and related duties outlined effectively?

5.2.2.5 Does the organizational chart include the job titles and the percentage of time each individual will spend on assigned tasks?

5.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.4.2.8 – 4.4.2.14)

5.2.3.1 Does the proposal give the State the confidence that the Offeror has the ability to accomplish the Statement of Work on time and on budget?

5.2.3.2 To what extent has the organization demonstrated an ability to provide quality services?

- 5.2.3.3 Based on the description given in the Offeror's proposal, what are the overall capabilities of the Offeror to meet the requirements in the RFP?
- 5.2.3.4 Are there any conflict of interest, financial or legal issues to be resolved?
- 5.2.3.5 Does the proposal contain an organization chart, which clearly depicts its relationship to parent, subsidiary or related companies or organizations?

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.4.2.15)

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment F** - Financial Proposal Form.

5.4 Reciprocal Preference

Although Maryland law does not generally authorize procuring units to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

- The Maryland resident business is a responsible Offeror;
- The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

5.5.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (**Attachment M-1**) is included and is properly completed, if there is a VSBE goal.
- 5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a. Contract (**Attachment A**),
- b. Contract Affidavit (**Attachment C**),
- c. MBE **Attachments D-2 and D-3**, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- d. MBE Waiver Justification within ten (10) Working Days, usually including **Attachment D-6**, if a waiver has been requested (if applicable; *see **Section 1.33**),
- e. Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- g. VSBE **Attachments M-2 and M-3**, if applicable *see **Section 1.41**,
- h. DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- i. copy of a current Certificate of Insurance with the prescribed limits set forth in **Section 3.4** "Insurance Requirements," listing the State as an additional insured, if applicable; *see **Section 3.4**.

RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3 and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-6.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Average HealthChoice Enrollment Data Per Month

ATTACHMENT Q – Enrollment Reminder Notice

ATTACHMENT R – “For Cause” Disenrollment/Transfer Reason Codes

ATTACHMENT S – Fundamental Service Level Metrics

ATTACHMENT T – 2015 State Holidays

ATTACHMENT U – Key Service Level Metrics

ATTACHMENT V – Enrollment Broker Equipment, Furniture & Software Inventory

ATTACHMENT W – Copy of Medical Care Programs (Red & White) Card

ATTACHMENT A – CONTRACT

Maryland Medical Assistance: Managed Care Enrollment Services

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Monitor” means the Department employee identified in Section 1.6 of the RFP as the Contract Monitor.
- 1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.4 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities, or Commissions.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals for Maryland Medical Assistance: Managed Care Enrollment Services, Solicitation # DHMH OPASS 15-14275, and any addenda thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Proposal (Technical and Financial)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the

Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately two (2) years beginning October 1, 2015 and ending on September 30, 2017.
- 3.2 Further, this Contract may be extended for two (2) periods of one year each at the sole discretion of the Department and at the prices quoted in the Financial Proposal for Option Years.
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Financial Proposal Form (Attachment F).

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any

invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's

obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

- 24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and
- 24.2 That similar access will be allowed to the books, documents, and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. 420.301) if that organization is subcontracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
 - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
 - b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- Not process further payments to the contractor until payment to the subcontractor is verified;
 - Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
- b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Liquidated Damages

- 32.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 32.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$37.00 per day until the monthly report is submitted as required.
- 32.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$95.00 per MBE subcontractor.
- 32.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- 32.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- 32.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- 32.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

33. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

34. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

35. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Michael Howard, CPPB
Procurement Officer
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street, Room 416B
Baltimore, Maryland 21201

If to the Contractor: _____

36. Compliance with Federal HIPAA and State Confidentiality Law

- 36.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 36.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
- 36.3 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or

future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

37. Miscellaneous

- 37.1 Any provision of this contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 37.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

By: _____

By: Joshua M. Sharfstein, M.D., Secretary

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred

(including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of

Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E (2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

MBE ATTACHMENT D-1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE Prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. Guidelines Regarding MBE Prime Self-Performance: Please note that when a certified MBE firm participates as a Prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
 - ✓ In order to receive credit for self-performance, an MBE Prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE Prime is self-performing and include information regarding the work it will self-perform.

- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE Prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own workforce towards fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.
9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Bid will be deemed not responsive, or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL ASIAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL HISPANIC AMERICAN MBE PARTICIPATION:	_____ %
TOTAL WOMEN-OWNED MBE PARTICIPATION:	_____ %

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES): _____ %

MBE ATTACHMENT D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Bid/Proposal submitted in response to Solicitation No. (OPASS 15-14275), I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 29 percent and all of the following subgoals:

7 percent for African American-owned MBE firms

4 percent for Asian American-owned MBE firms

12 percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Business Days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**)
- (b) Outreach Efforts Compliance Statement (**Attachment D-2**);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the Contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	PROJECT/CONTRACT NUMBER

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<div>MBE Prime Firm Name: _____</div> <div>MBE Certification Number: _____</div> <div>(If dually certified, check only one box.)</div> <div><input type="checkbox"/> African American-Owned</div> <div><input type="checkbox"/> Hispanic American- Owned</div> <div><input type="checkbox"/> Asian American-Owned</div> <div><input type="checkbox"/> Women-Owned</div> <div><input type="checkbox"/> Other MBE Classification</div>	<div>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</div> <div>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</div> <div>Description of the Work to be performed with MBE prime’s own workforce: _____</div>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

(Continue on separate page if needed)

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B

WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Bid/Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid/Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of Bid/Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a Prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offers may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to Bid/Proposal opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the Bidder/Offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A Bidder/Offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C (2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE ATTACHMENT D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)
was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the
work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative

Title

Date

MDOT CERTIFICATION #

TELEPHONE #

.....

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor

Title

Date

MBE ATTACHMENT D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

Prime Contractor	Project Description	SOLICITATION NUMBER

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor	Project Description	SOLICITATION NUMBER

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Bid/Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION

TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor	Project Description	SOLICITATION NUMBER

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offoror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offoror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offoror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see **Attachment D-1B – Exhibit A**). If the Bidder/Offoror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE __ OF __

Prime Contractor	Project Description	SOLICITATION NUMBER

This form must be completed if Part 2 indicates that a MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Bid/Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

MBE ATTACHMENT D-2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- ☐ This project does not involve bonding requirements.
- ☐ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS): _____

5. **Please Check One:**

- ☐ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- ☐ No pre-Bid/pre-Proposal meeting/conference was held.
- ☐ Bidder/Offeror did not attend the pre-Bid/pre-Proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE ATTACHMENT D-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State Contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____	SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____
---	--

MBE ATTACHMENT D-3B **MBE PRIME - PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
--

MBE ATTACHMENT D-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ MBE Prime Contractor: Report is due to the MBE Liaison by the ____ of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax: _____ E-mail: _____	

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the ____ of the month following the month the services were performed.	Contract #: _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:		E-mail:																														
Address:																																
City:	State:	ZIP:																														
Phone:	Fax:																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 20%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 20%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor:		Contact Person:																														

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number OPASS 15-14275
Maryland Medical Assistance: Managed Care Enrollment Services

A Pre-Proposal Conference will be held at **1:00 p.m., on 1/7/15**, at 201 W. Preston Street, Room L-3, Baltimore, MD 21201. Please return this form by **12/30/14**, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Coordinator:

Patricia Rutley-Johnson, MHA
Office of Eligibility Services
Department of Health and Mental Hygiene
201 W. Preston Street – Room L-9
Email: patricia.rutley-johnson@maryland.gov
Fax #: (410) 333-5046

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.
- L) Enter all price information on Attachment F1 "Financial Proposal Summary Sheet" and submit it under separate sealed cover. The Financial Proposal requires interested offerors to provide one all-inclusive, flat monthly rate for all services defined in Section 3, Scope of Work. Offerors are to use their professional comprehension of the effort required to perform those services and to offer DHMH its flat, all-inclusive monthly

fee for performing all deliverables. The flat rate offered in the Offeror's financial proposal will be the rate in effect throughout the contract period, including any renewal contracts, as described on the Key Information Summary Sheet.

- M) Use the format in Attachment F "Financial Proposal Work Sheet" to submit their financial proposal for SFYs 2015-2017. In calculating their total proposed cost, offerors must consider cost resulting from each deliverable listed in Section 3.2, Scope of Work – Requirements of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by DHMH in this RFP or not.)
- N) Base the Financial Proposal on providing enrollment services to an estimated 1,300,000 recipients.

ATTACHMENT F – FINANCIAL PROPOSAL FORM

FINANCIAL PROPOSAL FORM

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Financial Proposal Worksheet

To be completed in accordance with sub-section 4.5 of this RFP.

	Competitive Sealed Proposal for Enrollment Broker/Benefit Consultant Services	
A.	“Transition Operations” Price:	
	a. Personnel/Salaries	\$
	b. Systems	
	i. Enrollment Information System	\$
	ii. Telephone System	\$
	c. TOTAL FOR SECTION A	\$
B.	First Base Year "Full Operational Cost"	
	a. Personnel/Salaries	\$
	b. Systems	
	i. Enrollment Information System	\$
	ii. Telephone System	\$

	c. TOTAL FOR SECTION B	\$
C.	Second Base Year "Full Operational Cost"	
	a. Personnel/Salaries	\$
	b. Systems	
	i. Enrollment Information System	\$
	ii. Telephone System	\$
	c. TOTAL FOR SECTION C	\$
D.	Total First "Option Renewal Year" Full Operational Cost	
	Contract Year 3	
	a. Personnel/Salaries	\$
	b. Systems	
	i. Enrollment Information System	\$
	ii. Telephone System	\$
	c.. TOTAL FOR SECTION D	\$
E.	Total Second "Option Renewal Year" Full Operational Cost	
	Contract Year 4	

	a. Personnel/Salaries	\$
	b. Systems	
	i. Enrollment Information System	\$
	ii. Telephone System	\$
	c. . TOTAL FOR SECTION E	\$
F.	Total Price for all Years including 2 Option Years	
	Transition Price	
		\$ *
	First Year	
	Full Operational Price	\$ _____ *
	Second Year	
	Full Operational Price	\$ _____ *
	First Option	
	Full Operational Price	\$ _____ *
	Second Option Year	
	Full Operational Price	\$ _____ *
	Total Contract	
	Full Operational Price	\$
Total Proposal Price:		(BASIS OF AWARD)*

The Financial Proposal shall contain all price information in the format specified in Attachment F.
Complete the price sheets only as provided in the Financial Proposal Instructions.

Submitted By:

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Location(s) from which services will be performed (City/State): _____

FEIN: _____

eMM #: _____

Telephone: (_____) _____ -- _____

Fax: (_____) _____ -- _____

E-mail: _____

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid

the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

(submit with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OMB) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Department Contract Monitor.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment,

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

U.S. Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award		3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____			b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i> _____		
11. Amount of Payment <i>(check all that apply)</i> \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></div>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____
(Authorized Representative and Affiant)

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

This solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Office of Eligibility Services, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and _____ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (**Insert Name of Contractor**).
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean **Maryland Medical Assistance - Office of Eligibility Services**.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.

- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - C. Is in substantially the same form as **ATTACHMENT K-1** attached hereto; and
 - D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home

address, account number, disability code, or other types of information that were involved);

- iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Maryland Medical Assistance: Managed Care Enrollment Services, Solicitation # DHMH OPASS 15-14275, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Ramiek James, Esq.
Privacy Officer and Compliance Analyst
Department of Health & Mental Hygiene
Office of the Inspector General
201 W. Preston Street, Floor 5
Baltimore, MD 21201-2301
Phone: (410) 767-5411

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D (3) of the Business Associate Agreement between the Office of Eligibility Services, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M-1

VSBE Utilization Affidavit and Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. 15-14275, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall verified VSBE participation goal of .5%. Therefore, I will not be seeking a waiver.

OR

- ☐ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 Business Days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Attachment M-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

VSBE Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: - _____	

List Information For Each Verified VSBE Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY**TOTAL VSBE Participation:** _____%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Affiant

Name: _____
 Title: _____
 Date: _____

VSBE Subcontractor Participation Statement

*Please complete and submit one form for each verified VSBE listed on Attachment M-1
within 10 working days of notification of apparent award*

_____ (prime contractor) has entered into a contract with
_____ (subcontractor) to provide services in connection with the Solicitation described
below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: _____	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____
Name, Title

Date _____

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title

Date _____

This form is to be completed
monthly by the prime contractor.

Attachment M-3

Department of Health and Mental Hygiene Veterans Small Business Enterprise (VSBE) Participation Prime Contractor Paid/Unpaid VSBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the Contract Monitor by the 10th of the month following the month the services were provided.	Contract Amount: _____
	VSBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
Note: Please number reports in sequence	Services Provided: _____

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to VSBE subcontractor named above during this reporting period: <table border="1"> <thead> <tr> <th></th> <th><u>Invoice#</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table border="1"> <thead> <tr> <th></th> <th><u>Invoice #</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$		_____																																					

**If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Shirley Maas, Chief _____ Contract Monitor
Office of Eligibility Services _____ Contracting Unit
Department of Health and Mental Hygiene
201 W. Preston Street, Room L-9
Baltimore, Maryland 21201

Signature: _____ Date: _____

This form must be completed monthly
by all VSBE subcontractors.

ATTACHMENT M-4

Veterans Small Business Enterprise Participation Subcontractor Paid/Unpaid VSBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	VSBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

VSBE Subcontractor Name:																						
Department of Veterans Affairs Certification #:																						
Contact Person:	E-mail:																					
Address:																						
City:	State:	ZIP:																				
Phone:	Fax:																					
Subcontractor Services Provided:																						
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Unpaid: \$ _____	
<u>Invoice Amt</u>	<u>Date</u>																					
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<u>Invoice Amt</u>	<u>Date</u>																					
1.																						
2.																						
3.																						
Total Dollars Unpaid: \$ _____																						
Prime Contractor:		Contact Person:																				

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Shirley Maas, Chief _____ Contract Monitor Office of Eligibility Services _____ Contracting Unit Department of Health and Mental Hygiene _____ 201 W. Preston Street, Room L-9 _____ Baltimore, Maryland 21201 _____

Signature: _____ Date: _____
(Required)

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:

____ have plans

____ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENT P – AVERAGE HEALTHCHOICE ENROLLMENT DATA PER MONTH

Average HealthChoice Enrollment Data Per Month (For the period of July 1, 2012-June 30, 2014)		
New Enrollments	# New individual enrollments	17,000
	% Individuals who selected Primary Care Providers (PCP)	79%
	% Recipients who enrolled by phone	76.17%
	% Recipients who enrolled by mail	17.06%
	% Recipients who enrolled in the field (face-to-face)	6.77%
	% of Auto Assignments	20%
	% Voluntary Enrollment Rate (VER) <i>(actual for last 2 years)</i>	80%
“For Cause” Disenrollments and Transfers	# of Recipients eligible for Annual Right to Change (ARC) Period	45,400 (33,300 HOH)
	% Telephone response rate to monthly requests	15% (9% of these recipients respond by contacting the Enrollment Broker, as opposed to returning the form)
	% Individual ARC requests that result in a disenrollment from one MCO and enrollment into another	7%
	# “For Cause” individual enrollment transfers	9,100
Call Center Data	# Calls Received per month for Health Choice	20,574
	# Calls Answered per month for HealthChoice	18,793
	Length of Call for HealthChoice	6 minutes, 15 seconds
Printed Enrollment Packet Materials	# New Head Of Household (HOH) Enrollment packets printed, mailed and/or distributed	17,300
	Cost of postage for sending an enrollment packet	\$2.41
	# Individuals per HOH for HealthChoice	1.4
	% Returned mail rate by U.S. Post Office for new Enrollment packets	3.2%
	# Pages for the seven regional Provider Network listings (ranges from 25 pages to 200 pages depending on Region) <i>*The provider listing is not required to be included with the Enrollment packets, but must be provided to a recipient upon request.</i>	114 pages

ATTACHMENT Q – ENROLLMENT REMINDER NOTICE



The Maryland Department of Health and Mental Hygiene

You recently received your *HealthChoice* enrollment packet. If you haven't enrolled in a *HealthChoice* Managed Care Organization (MCO), you must do so NOW. If you don't choose an MCO and a doctor, you will be assigned to one. Don't wait or you will lose your chance to choose for yourself.

CHOOSE NOW BY CALLING HEALTHCHOICE AT: 1-800-877-7388

TDD: 1-800-877-7388 (For hearing impaired)

If you have already enrolled, please ignore this reminder notice.

Hours of operation: 7:00 AM to 7:00 PM Monday through Friday

Best times to call: 7 - 9 AM or 5 - 7 PM, Wednesday, Thursday or Friday

Recientemente usted ha recibido los formularios de inscripción. Si usted no se ha inscrito en *HealthChoice* Organización Manejo del Cuidado de su salud (MCO), usted tiene que hacerlo AHORA. Si usted no elige un MCO y un médico, uno será asignado por usted. No espere o usted perderá su oportunidad de elegir por el mismo.

ELIRA AHORA SOLAMENTE COMUNICACIONES A HEALTHCHOICE AL: 1-800-877-7388

TDD: 1-800-877-7388 (Si tienes problemas auditivos)

Si usted se ha inscrito, por favor ignore esta noticia.

Horas de servicios: 7:00 AM a 7:00 PM Lunes a Viernes

Horas para comunicarse mejor: 7 - 9 AM o 5 - 7 PM, Miércoles, Jueves, Viernes

PS-258

HealthChoice
P.O. Box 17008
Baltimore, Maryland 21297-1008

PRESORT
FIRST CLASS MAIL
U.S. POSTAGE
PAID
LANHAM, MD
PERMIT 408

ATTACHMENT R- Allowable “For Cause” Disenrollment /Transfer Reasons

An eligible HealthChoice enrollee may be permitted to disenroll “For Cause” from one MCO and reenroll in another as defined in COMAR 10.09.63 (A) 1-3 outside of their annual right to change (ARC) period only if s/he is not currently hospitalized and one of the following occurs:

1. The enrollee moves to a county that is not served by the enrollee’s present MCO. (COMAR 10.09.63.06A)
2. An adult enrollee requests that other enrollees in his/her family, the members of which are enrolled in different MCOs, be reassigned so that all family members are assigned to one MCO. (COMAR 10.09.63.06A)

NOTE: In the case of a newborn, the mother is allowed to move her newborn to the MCO in which her other children are enrolled and still maintain her eligibility in a different MCO. If she desires to do this, she should call the Enrollment Broker after she receives the baby’s Medical Assistance number.

NOTE: If not all family members are in HealthChoice and the recipient wants to utilize the same primary care provider as their non-HealthChoice family members, a MCO change based on family unity may apply. Such a call should be referred to HealthChoice Action Line for consideration.

3. The enrollee moves or becomes homeless and a transportation hardship is created.
4. A new enrollee is automatically assigned to a MCO and has maintained membership in HealthChoice for less than 12 months. (The 12 month period should be defined using the enrollee’s annual right to change date as listed at the time the change is processed.). In such a case, the enrollee may change once within the first year of enrollment.

If a situation is encountered where an enrollee is requesting an MCO change based solely on urgent medical need, it must be referred to the HealthChoice Action Line at 1-800-284-4510 to be considered for exception. Such changes cannot be authorized by the Enrollment Broker or any other personnel.

When processing any “For Cause” MCO change, remember the following:

1. A newborn is automatically assigned to his/her mother’s MCO. The only allowable for cause reasons to change a newborn’s MCO are reasons 1 – 3. A mother’s preference for a pediatrician not in her MCO is not an allowable reason. Urgent medical need cases must be referred to the hotline.
2. For reason 1 – 3, the responsible state or local agency should contact the Enrollment Broker to make a change for an appropriate child in state-supervised care (COMAR 10.09.65.13C,E). **Cause for disenrollment MUST be interpreted liberally by the Enrollment Broker with respect to members who belong to a Special Needs Population.**
3. If the recipient is currently hospitalized, no change is permitted.

ATTACHMENT S – FUNDAMENTAL SERVICE LEVEL METRICS

Customer Services Support – Call Center	Fundamental Service Level Metrics	Deduction
Call Center Availability	All agents shall be available to answer calls from 7:00 a.m. to 7:00 p.m. , Eastern Time, Monday through Friday excluding state and federal holidays.	0.5% of monthly invoice
Average Speed of Answer	Ninety-five percent (95%) of all calls shall be answered within three (3) rings or fifteen (15) seconds . The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit. A call pick-up system which places the call in queue may be used.	1% of monthly invoice
Timely response to Inquiries	One-hundred percent (100%) of call center open inquiries shall be resolved within 24 hours . Timely response to Call Center phone inquiries with regards to the selection of HC/PAC MCOs and availability of providers shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit.	1% of monthly invoice
Abandonment Rate	Abandoned calls shall be 5% or less . The performance standard shall be measured monthly and shall be reviewed by DHMH as part of the monthly audit. A call shall be considered “abandoned” if the caller elects an option and is either not permitted access to that option or disconnects from the system.	1% of monthly invoice
On Hold Time	On Hold Time rate shall be less than three (3) minutes 95% of the time. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. The On Hold Time shall be defined as the time elapsed before response by a human operator to a caller’s inquiry.	1% of monthly invoice
Timely Response to Electronic Correspondence	One-hundred percent (100%) of all electronic correspondence including e-mail, faxes, web Enrollments, and other electronic responses shall be sent to the correct MCO or Member within three (3) working days from when the electronic correspondence is received. The email date stamp shall determine the response date. The performance standard shall be measured monthly and shall be reviewed by DHMH as part of the monthly audit.	Up to 3% of monthly invoice as follows: Less than 100%-95%= 1% deduction; Less than 95%-85%= 2% deduction; Less than 85%= 3% deduction
The system Web Portal Response	Time shall be within four (4) seconds for 99% of the time. Web Portal Response Time is the elapsed time from the command to view a response until the response appears or loads to completion on the monitor.	0.5% of monthly invoice
Accurate Response to Call Center Phone Inquiries	Customer care accuracy rate shall be ninety (90) percent or higher based on sampling of all calls monitored by DHMH on-site staff. Accuracy of answers is based on the CCA providing correct information about the HC program, the MCOs, and MCO placement. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit.	0.5% of monthly invoice

ATTACHMENT T – 2015 STATE HOLIDAYS

New Year's Day	Thursday	January 1
Birthday of Dr. Martin Luther King, Jr	Monday	January 19
President's Day	Monday	February 16
Memorial Day	Monday	May 25
Independence Day	Friday	July 3
Labor Day	Monday	September 7
Columbus Day	Monday	October 12
Veterans Day	Wednesday	November 11
Thanksgiving Day	Thursday	November 26
American Indian Heritage Day	Friday	November 27
Christmas Day	Friday	December 25

*Please note: Dates are subject to change. For the most up to date official State Holiday listing, please visit <http://www.dbm.maryland.gov/employees/Pages/StateHolidays2015.aspx>

ATTACHMENT U – KEY SERVICE LEVEL METRICS

Key Staff Requirements	Positions that are designated as Key Staff shall not remain vacant for more than thirty (30) calendar days. Key staff positions shall not be filled with employees who shall fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position as referenced in Section (insert section)
Correction of Deficiencies	Correction of deficiencies shall be made pursuant to a timely submitted corrective action plan, which shall be approved by the Department
Web Portal and Ancillary System Availability	The Enrollment Web Portal and other client focused ancillary system components as developed under this contract shall be available twenty-four (24) hours a day, seven (7) days a week except for DHMH approved time for system maintenance. Any unscheduled down time shall also be documented and explained in writing to DHMH within 24 hours as referenced in Section (insert section)
Disaster Recovery	The Contractor shall restore call center operations within one (1) hour and resume all remaining critical operations within one (1) work day following a natural or manmade disaster as referenced in Section (insert Section).
Disaster Recovery (DR) Simulation	The Contractor shall perform an annual DR simulation per mutually agreed Contractor and DHMH requirements. A report of DR simulation and the back-up site review shall be submitted with fifteen (15) calendar days of the simulation exercise as referenced in Section (insert section)
Delivery Schedule	<ul style="list-style-type: none"> • DHMH shall approve the Contractor interface file and reporting schedule, distribution, and frequency and the Contractor shall provide alerts for interface file creation and report production and distribution. • Electronic daily reports shall be delivery daily; • Weekly reports shall be delivered by close of business each Monday (Tuesday, if Monday is a holiday) for the preceding week; • Annual Reports shall be delivered by noon within twenty (20) Business Days following the end of the calendar year ; and • Interface data shall be generated and transmitted on the Business Day following the scheduled creation of the interface data.

ATTACHMENT V – ENROLLMENT BROKER EQUIPMENT, FURNITURE & SOFTWARE INVENTORY

Category	Item Type	Make/Model	Description &/or Measurement (HxWxD)	Quantity
Accessories	Coat Rack		Black, Metal, Mobile	2
Accessories	Dryerase Boards		4'x8'	3
Accessories	Dryerase Boards		27"x34"	2
Accessories	Electr. Message Board		w/ software	1
Accessories	Paper Shredder	Fellows Powershred 220	w/ collecting basket	1
Accessories	TV Cart		4 Wheel, black metal	1
Accessories	Hand Cart		4 Wheel, metal	2
Appliances	Microwave	Sharp Carousel		1
Appliances	Refrigerator	Kenmore 363		1
Chairs	Leather Executive		Black leather	1
Chairs	Stackable		Black, plastic/metal sleigh	15
Furniture	Bookcase		67"x32"x13" Metal	1
Furniture	Bookcase		70"x36"x14" Mahogany	2
Furniture	Cradenza		Mahogany	1
Furniture	Desk-Executive Small		60"x29.5"x30" Mahogany	1
Furniture	File Cabinet-Desk Drawer		27.5"x15"x19" Metal	6
Furniture	File Cabinet		40.5"x42"x19" Metal	3
Furniture	File Cabinet		53"x42"x19" Metal	5
Furniture	File Cabinet		66"x42"x19" Metal	2
Furniture	Printer Stands		Gray metal	1
Furniture	Storage Cabinet		42"x36"x18.5" Metal	1
Furniture	Storage Cabinet		46"x36"x22" Black plastic	1
Furniture	Storage Cabinet		71"x36"x18" Metal	3
Furniture	Storage Cabinet		71"x36"x22" Black plastic	1
Furniture	Table-Round		48" Diamater Mahogany	2
Furniture	Table-End		30"x20"x24" Mahogany	1
Furniture	Table-Folding		3'x8' Brown	2
Furniture	Table-Folding		4'x6' Brown	1
Furniture	Table-Meeting		29.5"x59" Brown Wood	0
Hardware	Copier	IKON NP6551	Full service, multifunction	1
Hardware	Facsimile	Brother Intellifax 2800		1
Hardware	Facsimile	HP Model 920		1
Hardware	Fax/Modem	U.S. Robotics Sporister	33.6 kbps	1
Hardware	KVM Switch	Belkin OmniView	5 Port	2
Hardware	Laptop	IBM Thinkpad T Series		2
Hardware	Monitor	HP 1702 Flat Panel 17"		5
Hardware	Overhead Projector	3M 2000	Projector w/ kit and case	1
Hardware	Overhead Projector	InFocus LP360	Projector w/ kit and case	1

Category	Item Type	Make/Model	Description &/or Measurement (HxWxD)	Quantity
Hardware	Phone	Uniphone 1140	TTY hearing impaired phone	1
Hardware	Phone	Ultratech Supercom 4400	TTY hearing impaired phone	1
Hardware	Phone	Polycom Soundstation EX	Conference Phone	1
Hardware	Phone	Lucent Avaya 6416D+M		25
Hardware	Phone-Amp	Hello Direct Pro		25
Hardware	Phone-Headsets	Hello Direct Pro		25
Hardware	Printer	HP 2500N	Color Printer	1
Hardware	Printer	HP Laserjet 4100N		1
Hardware	Printer	HP Laserjet 4550N	Color Printer	1
Hardware	Printer	HP Laserjet 4600dtn	Color Printer	1
Hardware	Printer	HP Laserjet 4M+		1
Hardware	Printer	HP Laserjet 5si MX		2
Hardware	Router	Cisco 2500		1
Hardware	Scanner	HP Scanjet ADF		1
Hardware	Switch/Hub	Baystack 450-24T Switch	24 Ports	2
Hardware	TV/VCR Combo	Sharp 13VT-L150	15" Screen	1
Hardware	UPS	APC 3000		1
Hardware	UPS	APC 1000		1
Software	Office/Publishing/Reports	Corel Draw Graphics 9.0		1

STATE OF MARYLAND



MEDICAL CARE PROGRAMS

MARTIN O'MALLEY, GOVERNOR
Providing equal access to all citizens of Maryland

KEEP THIS CARD

You will need this card even if you enroll in HealthChoice, an HMO, or receive Medicare. Carry it with you whenever you receive medical care and keep it in your permanent record. If your case manager at Social Services or the local Health Department tells you that you are no longer eligible, do not throw away your card. You may qualify for extended benefits. You will be notified if you do.

This is your new Maryland Medical Care Program Card

CALL your Department of Social Services/or local

HEALTHCHOICE

You may be eligible to enroll with a managed Care Organization through the HealthChoice Program. If so, you will receive your enrollment information within about a week. It is important for you to read the information and select your Managed Care Organization. If you delay your choice, the Medical Care Program will assign you to a Managed Care Organization. If you need help, call: 1-800-977-7388 – TDD: 1-800-977-7389.

FINDING A DOCTOR OR GETTING YOUR MEDICINE

If you are not in HealthChoice and need help finding a Medical Care Program doctor or if you cannot get the medicine that your doctor wants you to take, the Medical Care Program can help you find your own doctor, clinic or help you to get your medicine. Call: 410-767-5800 or toll free 1-800-492-5231.

If you have Medicare, most of your prescriptions will be covered by Medicare not the Medical Care Program. If you have questions, please call 1-800-MEDICARE (1-800-633-4227).

MARYLAND CHILDREN'S HEALTH PROGRAM (MCHP)



The Maryland Children's Health Program (MCHP) gives full health benefits for children up to age 19, and pregnant women of any age. The program offers free health care for families with low to average income.

The MCHP benefits for children include:

- Doctor Visits
- Hospital care
- Check-ups
- Dental care
- Vision care
- Prescriptions
- Immunizations

The MCHP benefits for pregnant women include:

- Prenatal doctor visits
- Hospital delivery bill
- Lab work and tests
- Prescription medicines including prenatal vitamins

Medical services are given through HealthChoice, Maryland's Managed Care Program. HealthChoice is made up of private Managed Care Organizations (MCOs) located throughout the State.

MCHP PREMIUM

MCHP Premium is a low cost health plan for uninsured children up to age 19. MCHP Premium is for families with incomes above the MCHP limit. By paying one low monthly premium per family, children may get health care through HealthChoice, Maryland's Managed Care Program. If interested in applying, follow these few

APPENDIX 1- HEALTH SERVICE NEEDS INFORMATION (HSNI) FORM

APPENDIX 2- THIRD PARTY LIABILITY (TPL) FORM

APPENDIX 3- DAILY FILE TRANSMISSION LAYOUT FROM THE DEPARTMENT TO THE ENROLLMENT BROKER

APPENDIX 4- ALGORITHM FOR AUTO-ASSIGNED ENROLLMENTS

APPENDIX 5- HEALTHCHOICE ENROLLMENT PACKET CONTENTS

APPENDIX 6- LIST OF HEALTHCHOICE MANAGED CARE ORGANIZATIONS (MCOs)

APPENDIX 7- RECORDS OF ENROLLMENTS & RELATED TRANSACTIONS FROM THE ENROLLMENT BROKER TO THE DEPARTMENT

APPENDIX 8- RECORDS OF ENROLLMENTS & RELATED TRANSACTIONS FROM THE ENROLLMENT BROKER TO THE MCOs

APPENDIX 9- CONNECT: DIRECT

APPENDIX 10- DISENROLLMENT REASON & SOURCE CODES

APPENDIX 11- MONTHLY PROVIDER FILE LAYOUT DATA DICTIONARY

APPENDIX 12- WEEKLY AND MONTHLY PROVIDER FILE LAYOUT- DEPARTMENT TO THE ENROLLMENT BROKER

APPENDIX 13- MONTHLY HEALTH SERVICE NEEDS INFORMATION POSITIVE OUTPUT FILE LAYOUT

APPENDIX 14- DAILY RECONCILIATION OF RECORDS TRANSMITTED BY TRANSACTION TYPE REPORT

APPENDIX 15- DAILY RECONCILIATION OF TRANSACTION AND RECORD COUNTS FROM ENROLLMENT BROKER TO MCOS

APPENDIX 16- AVAYA PHONE SYSTEM